

*Highland Meadows West
Community Development District*

Agenda

June 19, 2019

AGENDA

Highland Meadows West

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

June 12, 2019

**Board of Supervisors
Highland Meadows West
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Highland Meadows West Community Development District** will be held **Wednesday, June 19, 2019 at 9:30 AM at 346 E Central Ave., Winter Haven, Florida 33880**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2020
 - B. Administration of Oath to Newly Appointed Supervisor
 - C. Consideration of Resolution 2019-03 Electing Vice Chairperson
4. Approval of Minutes of the April 10, 2019 Board of Supervisors Meeting and the April 23, 2019 Continued Meeting
5. Consideration of Resolution 2019-07 Direct Purchase Resolution
6. Consideration of Resolution 2019-08 Ratifying the Sale of Bonds
7. Consideration of Construction Management Personnel Leasing Agreement
8. Public Hearing on the Adoption of Amenity Facility Policies
 - A. Public Comments and Testimony
 - B. Board Comments
 - C. Consideration of Resolution 2019-09 Adopting Amenity Policies
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Requisitions #4-8
 - iv. Presentation of Number of Registered Voters - 0
10. Other Business
11. Supervisors Requests and Audience Comments
12. Continuation of Meeting to June 19, 2019 at 9:30 a.m.

¹ Comments will be limited to three (3) minutes

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is Organizational Matters. Section A is the discussion of an individual to fulfill the Board vacancy with a term ending November 2020. Section B is the Administration of Oath to the newly appointed Officer. Section C is the consideration of Resolution 2019-03 electing a vice chairperson. A copy of the Resolution is enclosed for your review.

The fourth order of business is the approval of the minutes of the April 10, 2019 Board of Supervisors meeting and the April 23, 2019 Continued Board Meeting. A copy of the minutes are enclosed for your review.

The fifth order of business is consideration of Resolution 2019-07 direct purchase resolution. A copy of the resolution is enclosed for your review.

The sixth order of business is the consideration of Resolution 2019-08 ratifying the sale of bonds. A copy of the resolution is enclosed for your review.

The seventh order of business is the consideration construction management personnel leasing agreement. A copy of the agreement is enclosed for your review.

The eighth order of business opens the public hearing on the adoption of amenity facility policies. Section A is public comments and testimony. Section B is Board comments. Section C is the consideration of Resolution 2019-09 adopting amenity center policies. A copy of the resolution and policies are enclosed for your review.

The ninth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 includes the includes the approval of the check register and Sub-Section 2 includes the balance sheet and income statement for review. Sub-Section 3 is the ratification of requisitions #4-8. Supporting documentation is enclosed for your review. Sub-Section 4 is the presentation of number of registered voters within the boundaries of the District. A copy of the letter from the Polk County Supervisor of Elections is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns
District Manager

CC: Sarah Warren, District Counsel

Enclosures

SECTION III

SECTION C

RESOLUTION 2019-03

A RESOLUTION OF THE HIGHLAND MEADOWS
WEST COMMUNITY DEVELOPMENT DISTRICT
ELECTING _____ AS
VICE CHAIRPERSON OF THE BOARD OF
SUPERVISORS

WHEREAS, the Board of Supervisors of the Highland Meadows West
Community District desires to elect _____ as Vice
Chairperson.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE HIGHLAND MEADOWS
WEST COMMUNITY DEVELOPMENT DISTRICT:**

1. _____ is elected Vice Chairperson of the Board
of Supervisors.

Adopted this 19th day of June, 2019.

Secretary / Assistant Secretary

Chairman / Vice Chairman

MINUTES

MINUTES OF MEETING
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Highland Meadows West Community Development District was held on Wednesday, April 10, 2019 at 3:00 p.m. at 346 E. Central Ave, Winter Haven, Florida.

Present and constituting a quorum were:

Rennie Heath
Andrew Rhinehart
Lauren Schwenk

Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Roy Van Wyk
Dennis Wood
Bob Gang
Drew White

District Manager
District Counsel
District Engineer
Bond Counsel by phone
Developer's Office

The following is a summary of the discussions and actions taken at the April 10, 2019 Highland Meadows West Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and stated that the supervisors listed above were in attendance, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There being no members of the public present, the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation from John Mazuchowski

Ms. Burns noted they received a letter of resignation from John Mazuchowski the day prior.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Resignation of John Mazuchowski, was approved.

B. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2020

The Board agreed to leave the seat vacant at this time. This item was tabled to the next meeting.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the March 13, 2019 Board of Supervisors Meeting

Ms. Burns asked for any questions, comments, or corrections to the minutes. There were no comments from the Board on the minutes.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the minutes of the March 13, 2019 Board of Supervisors meeting, were approved, as presented.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2019-04 Approving the Proposed Budget for Fiscal Year 2020 and Setting a Public Hearing

Ms. Burns noted the budget was attached to the agenda package as Exhibit A. She noted once they have a final budget from Davenport Road South they can break out the components further. For now, it is a lump sum number until they have the additional information. This will be developer funded. Ms. Burns noted some items were added that were not in the current year budget, mostly bond related items. She stated they have landscape maintenance on the 2020 budget, and they used contracts that were similar in lot size in order to get those cost estimates. The new total for the budget is \$466,742. The Board had no questions or changes to the budget. Ms. Burns suggested the date of July 10th for the public hearing date, the Board Members agreed on the date suggested.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2019-04 Approving the Proposed Budget for Fiscal Year 2020 and Setting a Public Hearing for July 10, 2019 346 E. Central Ave, Winter Haven, Florida, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Waiver of Conflict**

Mr. Van Wyk stated that he drafted the Interlocal Agreement that the Board will consider. He noted he represents the other District that will be a party to the Interlocal Agreement. He stated in order to represent both parties in the transaction, he needs approval and consent from the Board to represent both. In the event that there is a disagreement between the parties on the agreement, he will step back and not be a party to that.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Waiver of Conflict, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Interlocal Agreement**

Mr. Van Wyk noted the Interlocal Agreement was in the agenda package. He stated the developer approached them and asked them to consider entering into an Interlocal Agreement with the Davenport Road South Community Development District. He noted they are constructing an Amenity Facility within the District. He added that due to the number of units within Davenport and Highland Meadows West, it seems like it would be a good fit to share the amenity facilities as well as to spread the cost between the two Districts for the operation and maintenance of the facility. He noted he drafted an agreement between Highland Meadows West and Davenport Road South where they will share the cost of construction, and the cost of operations and maintenance going forward.

On MOTION by Mr. Heath seconded by Ms. Schwenk, with all in favor, the Interlocal Agreement, was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Joint Acquisition Agreement**

Mr. Van Wyk stated this was the process and procedures by which the Districts will both construct and acquire and operate and maintain the infrastructure once it is constructed. He noted that Davenport Road South will own and operate the Amenity Center, and Highland Meadows West will pay their proportionate share. This describes how bonds will be issued, how proceeds will be used to provide for their share of the cost of the amenity facility. Mr. Van Wyk stated the intent is to fully fund the Highland Meadows West proportionate share of the cost of the Amenity Facility from the first bond issue.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Joint Acquisition Agreement, was approved.

NINTH ORDER OF BUSINESS**Consideration of Resolution 2019-05
Supplemental Assessment Resolution**

This item was tabled to the April 23rd meeting.

TENTH ORDER OF BUSINESS**Consideration of Resolution 2019-06
Delegation Resolution**

Mr. Gang noted that Resolution 2019-06 essentially replaces 2019-02 that was adopted by the Board February 13th. The reason is because the project has been combined into two phases instead of three. Phase 1 was originally 151 units; Phase 2 was 115 units. It has been combined into one phase with 266 units.

Mr. Van Wyk addressed the changes on the Engineer's Report. Mr. Wood noted they updated Exhibit 7 which is a summary of probable cost to reflect two phases. That chart was also updated to reflect bid prices that were received. Mr. Wood noted Phase 1 and 2 were bid on so he could use actual numbers to update the cost. Mr. Wood stated Exhibit 9, the Master Site Plan, was updated to indicate that Phase 1 and 2 were combined and Phase 3 is now Phase 2.

Ms. Burns explained the Assessment Methodology updates incorporated changes made to the Engineer's Report. She noted they have the bond sizing listed in Table 3 for a par amount of \$6,118,000. Table 4 outlines the improvement cost per unit of \$22,214. There is a par debt per unit of \$23,000. Table 6 outlines the annual net and gross debt assessments per unit for those 266 units. Highland Meadows West, LLC is the property owner.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2019-06 Delegation Resolution, was approved.

On MOTION by Mr. Rhinehart, seconded by Ms. Schwenk, with all in favor, the Supplemental Engineer's Report as presented, was approved.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the Assessment Methodology as presented, was approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk stated they tabled the assessment resolution so they could have the numbers from the issuance of the bonds.

B. Engineer

Mr. Wood had nothing further for the Board.

C. District Manager's Report

Ms. Burns presented the check register, totaling \$27,867.97. Ms. Burns asked for any questions on the check register.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Check Register totaling \$27,867.97, was approved.

TWELTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Ms. Burns asked for comments from the Board.

FOURTEENTH ORDER OF BUSINESS

Continuation of Meeting

The meeting was continued to April 23rd.

On MOTION by Mr. Rhinehart, seconded by Ms. Schwenk, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT

The continued meeting of the Board of Supervisors of the Highland Meadows West Community Development District was held on Tuesday, April 23, 2019 at 1:00 p.m. at 346 E Central Ave, Winter Haven, Florida.

Present and constituting a quorum were:

Rennie Heath
Andrew Rhinehart
Lauren Schwenk
Keaton Alexander

Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary by phone

Also present were:

Jill Burns
George Flint
Roy Van Van Wyk
Bob Gang
Ashton Bligh
Patrick Marone
Nichole Hill
Sarah Parrow
JD Alexander

District Manager
GMS
District Counsel
Bond Counsel
Bond Counsel
Developer's Office
Developer's Office by phone
Underwriter Counsel

The following is a summary of the discussions and actions taken at the April 23, 2019 Highland Meadows West Community Development District's Continued Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and stated that the supervisors listed above were in attendance, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There being no members of the public present, the next item followed.

THIRD ORDER OF BUSINESS

**Consideration of Resolution 2019-05
Supplemental Assessment Resolution**

Ms. Burns noted the resolution sets forth the terms of the bonds that are issued by the District. They signed the bond purchase on April 16th, and the District has agreed to sell \$6,385,000 worth of bonds. Mr. Van Wyk noted this confirms the numbers in the bonds and the Engineer's Report and Assessment Methodology Report.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2019-05 Supplemental Assessment Resolution, was approved.

FOURTH ORDER OF BUSINESS

**Consideration of Hopping Green and
Sams Fee Proposal**

Ms. Burns noted the fees are outlined in the proposal. Mr. Van Wyk stated it is the standard amount he charges.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Hopping Green and Sams Fee Proposal, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Agreement Regarding
True-Up as to Series 2019 Assessments
with HMD West, LLC**

Ms. Burns noted this agreement confirms the developer's intent and obligation if required to make true up payments related to the Series 2019 Special Assessments. Mr. Van Wyk asked that the Board approve this in substantial form.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Agreement Regarding True-up as to Series 2019 Assessments with HMD West, LLC, was approved in substantial form.

SIXTH ORDER OF BUSINESS

**Consideration of Collateral Assignment
and Assumption of Development Rights
Relating to the Series 2019 Project**

Mr. Van Wyk asked that the Board approve this in substantial form.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Collateral Assignment and Assumption of Development Rights Relating to the Series 2019 Project, was approved in substantial form.

SEVENTH ORDER OF BUSINESS

Consideration of Agreement Regarding Completion of Improvements with HMD West, LLC

Ms. Burns asked for approval in substantial form, and if anyone had questions she would answer them. The Board had no questions.

On MOTION by Ms. Schwenk seconded by Mr. Heath, with all in favor, the Agreement Regarding Completion of Improvements with HMD West, LLC, was approved in substantial form.

EIGHTH ORDER OF BUSINESS

Consideration of Agreement Regarding Acquisition of Work Product, Improvements, and Real Property with HMD West, LLC

Ms. Burns noted the developer has agreed to provide funds to the District for the portion of the Series 2019 Project set forth in the Engineer's Report that is not going to be funded by the bonds. The developer will also make the provision for additional funds that may be needed to complete the 2019 Project.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Agreement Regarding Acquisition of Work Product, Improvements, and Real Property with HMD West, LLC, was approved in substantial form.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk had nothing further to report.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

Ms. Burns noted the next schedule was scheduled for May 8th.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

Ms. Burns asked for comments from the Board, the Board had none.

TWELFTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the meeting was adjourned.
--

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2019-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Highland Meadows West Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District's Board of Supervisors ("Board"), upon recommendation of the District Engineer, has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District ("Improvements"); and

WHEREAS, the District has or will enter into various construction contracts for the construction and installation of the Improvements ("Construction Contract(s)"); and

WHEREAS, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in procuring and handling construction materials act as its representative.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District Engineer, the District Manager or another individual as shall be appointed by the Board ("Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

SECTION 2. The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

SECTION 3. The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

SECTION 4. Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

SECTION 5. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 6. The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

SECTION 7. The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

SECTION 8. The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairperson and/or the Board, and are hereby ratified, approved and confirmed in all respects.

SECTION 9. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 10. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of June, 2019.

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson / Vice Chairman

Exhibit A: Form of Work Authorization

Exhibit B: Procurement Procedures for Owner Purchased Material

EXHIBIT A

Work Authorization

_____, 20__

Board of Supervisors
Highland Meadows West Community Development District
135 West Central Boulevard, Suite 320
Orlando, Florida 32801

Re: **Work Authorization Number** ____
Highland Meadows West Community Development District

Dear Chairperson, Board of Supervisors:

Wood & Associates Engineering, LLC (the "Engineer") is pleased to submit this work authorization to provide engineering services for the Highland Meadows West Community Development District (the "District"). We will provide these services pursuant to our current agreement dated July 24, 2018 (the "Engineering Agreement") as follows:

I. Scope of Work

The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

II. Compensation

The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

III. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

Sincerely,

APPROVED AND ACCEPTED

WOOD & ASSOCIATES ENGINEERING LLC

By: _____
Authorized Representative of District
Date: _____

By: Dennis Wood
Its: President

COMPOSITE EXHIBIT B

PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to OWNER a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.
2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.
3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard five percent (5%) to ten (10%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all

suppliers of Owner Purchased Materials delivered to the project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties. Guarantees. Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the OWNER all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchasing of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the project, including any available liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the project or consumed in the process of completing the project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

3. Quantity needed as estimated by CONTRACTOR. _____

4. The price quoted by the supplier for the construction materials identified above.

\$ _____

5. The sales tax associated with the price quote. \$ _____

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER: Highland Meadows West Community Development District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 2

PURCHASE ORDER HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT

"Owner"		"Seller"	
Owner:	Highland Meadows West CDD	Seller:	
Address:		Address:	
Phone:		Phone:	

"Project"			
Project Name:		Contract Date:	
Project Address:			

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit 1**.

Schedule – The Goods shall be delivered within _____ days from the date of this Order.

Price – \$ _____

Certificate of Exemption # _____

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit 2**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Owner	Seller
By:	By:
Name:	Name:
Title:	Title:
Date Executed:	Date Executed:

EXHIBIT 1: Proposal

EXHIBIT 2: Terms and Conditions

EXHIBIT 1

[Attach proposal]

EXHIBIT 2

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2018). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's properties for the purposes with which the District makes such purchase. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if

such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.

13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special-purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, *Florida Statutes*.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or **Exhibit 1**, this document shall control.

Attachment 3

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Highland Meadows West Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____, 20__ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated _____ with _____ (Contractor) for the construction of _____.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (*You must initial each of the following requirements.*)

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative
of Governmental Entity

Title

Highland Meadows West Community Development District
Purchaser's Name

Date

Federal Employer Identification Number: _____
Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

SECTION VI

RESOLUTION 2019-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Highland Meadows West Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District previously adopted Resolutions 2018-24 and 2019-06 (“Bond Resolution”), authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2019; and

WHEREAS, on April 16, 2019, the District closed on the sale of its Highland Meadows West Community Development District Special Assessment Bonds, Series 2019 in the amount of \$6,385,000 (the “Series 2019 Bonds”);

WHEREAS, as prerequisites to the issuance of the Series 2019 Bonds, the Chairperson, Vice Chairperson, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (the “Closing Documents”) as authorized by the Bond Resolution; and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Assistant Secretaries, and District staff in closing the sale of the Series 2019 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The sale, issuance, and closing of the Series 2019 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2019 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District staff in finalizing the closing and issuance of the Series 2019 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2019 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of June, 2019.

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION VII

PERSONNEL LEASING AGREEMENT

THIS PERSONNEL LEASING AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 19th day of June, 2019, by and between **HMD West LLC**, a Florida limited liability company (hereinafter referred to as "Lessor"), and the **Highland Meadows West Community Development District**, a special-purpose unit of local government established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "Lessee" or "District").

RECITALS

WHEREAS, the District is responsible for constructing certain infrastructure improvements within and about the boundaries of the District; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, Governmental Management Services – Central Florida, LLC, (referred to herein as the "District Manager") is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel; and

WHEREAS, the District desires to enter into a lease agreement with Lessor to provide certain administrative personnel to assist the District Manager and the district engineer, Wood & Associates Engineering, LLC ("District Engineer") with the administration and processing of construction related activities; and

WHEREAS, Lessor agrees to provide such a person who may work under the direction of the District Manager from time to time under such terms as are detailed below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

2. LEASE OF PERSONNEL. For and in consideration of the compensation described in Section 6 below, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, an individual or individuals, acceptable to Lessee, for whatever sufficient time each week is necessary to complete the work (herein referred to as the "Construction Administrator"). The Construction Administrator's salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may terminate the employment of the individual or individuals serving as Construction Administrator; in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, to serve as Construction Administrator.

3. DUTIES. The Construction Administrator shall work for the benefit of the District and shall be responsible for performing such duties related to construction administration as directed by the District Manager and District Engineer. Specifically, the Construction Administrator's duties shall include, but not be limited to, reviewing all construction

performance, field conditions, and requisitions and ensuring that the proper processes are followed and documentation obtained pursuant to the requirements of the various District agreements regarding construction funding, acquisition, completion, operation and maintenance of improvements. The Construction Administrator shall obtain such documentation from contractors and vendors related to payments tendered and work performed, as requested by the District from time to time. Lessor acknowledges the District is subject to certain prompt payment responsibilities required by law. In no event shall the actions or omissions of the Construction Administrator result in a breach by the District of its prompt payment responsibilities.

4. TERM. The term of this Agreement shall be for a one (1) year renewable period commencing as of the date written above (the "Commencement Date"). This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.

5. OFFICE SPACE AND SUPPORT SERVICES. Lessor shall provide the Construction Administrator such supplies or support as shall be reasonably necessary for the Construction Administrator to render services on behalf of Lessee in accordance with this Agreement all at no cost to Lessee.

6. COMPENSATION.

A. For and in consideration of the lease of the services of the Construction Administrator to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor six thousand dollars (\$6,000) per month. Payment shall occur as detailed in Subsection 6(B) below. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessor's employment of the person serving Lessee as Construction Administrator. In no event shall this Agreement be construed as an employment agreement between the Construction Administrator and Lessee, or between Lessor and Lessee.

B. Lessor shall submit monthly bills to the District Engineer that detail the Construction Administrator's efforts expended performing the duties imposed by this Agreement. The District Engineer shall review the monthly bills and upon approval shall prepare a requisition and transmit the requisition for payment in accordance with established District procedures as such may be modified from time to time.

C. The parties agree and covenant that any change in services or compensation under this Agreement shall reference this section of this Agreement in a writing signed by both parties hereto, approved by the District's Board of Supervisors.

7. CONTROL OF CONSTRUCTION ADMINISTRATOR. All services required to be rendered by the Construction Administrator hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the Lessee's District Manager.

8. RELATIONSHIPS. Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other, and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Construction Administrator shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Construction Administrator, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Construction Administrator.

9. PREVAILING PARTY. If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

10. JURY WAIVER. The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

11. FORCE MAJEURE. Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

12. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Lessor: HMD West, LLC
2300 N. Scenic Highway, ML 50
Lake Wales, Florida 33898
Attn: John D. Alexander

B. If to District: Highland Meadows West
Community Development District
135 W. Central Blvd, Suite #320
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300

Tallahassee, Florida 32301
Attn.: Roy Van Wyk

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

13. INDEMNIFICATION. Lessor agrees to indemnify and hold the Lessee harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence of the Construction Administrator.

14. LIMITATIONS ON LIABILITY PRESERVED. Lessor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

15. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

16. FURTHER ACTIONS. Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably required in order to accomplish the purposes of this Agreement.

17. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

18. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

19. PUBLIC RECORDS. Lessor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accordance with Florida law.

20. WAIVER. No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

21. UNENFORCEABILITY. If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

22. SURVIVAL OF TERMS. The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

23. CAPTIONS. The captions used herein are inserted only as a matter of convenience, and are not to be used in the interpretation of any provision hereof.

24. ENTIRE AGREEMENT; BINDING EFFECT. Except as to modifications made under Section 6(C), above, this Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party. Any purported assignment without such prior written consent is void.

25. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

In witness whereof, the parties execute this Agreement the day and year first written above.

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

WITNESS:

HMD WEST, LLC, a Florida limited
liability company

Print Name

John D. Alexander, Manager

SECTION VIII

RESOLUTION 2019-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY POLICIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Highland Meadows West Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, which owns, operates and maintains certain recreational amenity facilities and improvements (collectively hereinafter referred to as the “Amenity Facilities”); and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business, including the operation of the Amenity Facilities; and

WHEREAS, the Board desires to ratify the actions of District staff in rescheduling the public hearing to June 19, 2019, due to a publication error, and re-noticing for rule development and rulemaking in compliance with applicable Florida law concerning the Amenity Policies adoption; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the *Amenity Facilities Policies and Rates* (the “Amenity Policies”) which are attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals stated above are true and correct and are incorporated herein by this reference.

SECTION 2. The Amenity Policies set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the efficient operation of the District, and shall remain in full force and effect unless revised or repealed by the District by motion at a noticed meeting of the District’s Board.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage, and shall remain in effect unless rescinded or repealed.

[continue onto next page]

PASSED AND ADOPTED this 19th day of June, 2019.

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Facilities Policies and Rates

EXHIBIT A

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

and

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT**

AMENITY FACILITIES POLICIES AND RATES

Approved June 19, 2019

AMENITY FACILITIES USER FEE STRUCTURE

- (1) The Annual User Fee for persons not owning property within the District shall be charged for each Non-Resident Patron and shall be reviewed each year in conjunction with the adoption by the District of its annual budget.
- (2) All Guests must be accompanied by a Patron (as defined below) at all times with a max of four (4) Guests per visit.
- (3) All persons renting or leasing a home from persons owning the property in the District will be required to obtain a Key Card from the Property Owner.

DEFINITIONS

“Amenity Facilities” or “Amenity”– shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the dog park, the pool, pool deck, Pool Pavilion, and cabana area, together with their appurtenant facilities and-areas.

“Amenity Facilities Policies” or “Policies” – shall mean these Amenity Facilities Policies and Rates of Davenport Road South Community Development District and Highland Meadows West Community Development District, as amended from time to time.

“Amenity Fee Schedule” – shall mean that fee schedule attached hereto as Exhibit A and incorporated herein by reference upon adoption which shall be reviewed each year in conjunction with the adoption by the District of its annual budget.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth in the Amenity Fee Schedule, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” of “Boards” – shall mean the Davenport Road South Community Development District or Highland Meadows West Community Development District Board of Supervisors or both.

“District” or “Districts”– shall mean the Davenport Road South Community Development District and Highland Meadows West Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Guest” – shall mean any person or persons who are invited and accompanied by a Patron to participate in the use of the Amenity Facilities. However, an individual may be a Guest of a Patron no more than a total of eight (8) times per calendar year.

“Key Card” – shall mean an electronic key card distributed by the District Manager to residents of the District (one per residential unit) to access the Amenity Facilities.

“Non-Resident” – shall mean any person or group of persons residing within a single residential unit not owning property in the District who is paying the Annual User Fee to the District for use of all Amenities.

“Non-Resident Patron” – shall mean any person or group of persons residing within a single residential unit not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Property Owners’, Guests, Non-Resident Patrons, and Renters/Leaseholders who are eighteen (18) years of age and older.

“Property Owner” – shall mean that person or persons having fee simple ownership of land within the Davenport Road South Community Development District and Highland Meadows West Community Development District.

“Renter” – shall mean any tenant residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

ALL PERSONS USING THE AMENITY FACILITIES DO SO AT THEIR OWN RISK. THE DISTRICT DOES NOT PROVIDE LIFEGUARDS, OR SECURITY PERSONEL, OR OTHER SUPERVISORY PERSONEL FOR THE BENEFIT OF ANYONE OTHER THAN THE DISTRICT.

GUESTS

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Policies as set forth by the District could result in loss of that Patron’s privileges.
- (2) Each Patron may bring no more than four (4) persons as guests to the Amenity Facilities at one time unless the Patron has paid the required usage fee. In the event the Patron has rented the pavilion at the Amenity Facilities, the number of Guests shall be limited by pavilion policies.

RENTER’S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners’ Amenity Facilities privileges. All such designations must be in writing

and contain an affirmative statement of the Renter's rights for the use and enjoyment of the Amenity Facilities. A copy of the written designation must be provided to the District Manager before the Renter will be permitted to use the Amenity Facilities.

- (2) A Renter who is designated as the beneficial user of the Property Owner's privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and shall assume all liabilities associated with the assignment of such rights and privileges.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the deportment of their respective Renters.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to the pool, pool deck, Pool Pavilion, and cabana area, parking lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL AMENITY FACILITIES PROVISIONS

- (1) Patrons must use their assigned Key Card to enter the Amenity Facilities.

- (2) Children under sixteen (16) years of age must be accompanied by a parent or adult Patron, eighteen (18) years of age or older.
- (3) The Amenity Facilities' hours of operation will be established and published by the District considering the season of the year and other circumstances. The Amenity Facilities will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter. The Amenity Facilities will also close early at the discretion of the Amenity staff on Christmas Eve and New Year's Eve. Notwithstanding the foregoing, the Amenity staff shall have the discretion to close the Amenity Facilities due to any unforeseen event or circumstance that may pose a threat to the health, safety and welfare of the Patrons.
- (4) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises, except at pre-approved special events. Approval may only be granted by the District's Board of Supervisors (present request to the District Manager's Office in advance of the meeting) and will be contingent upon providing proof of event insurance with a minimum of \$1,000,000 in coverage, with the District named as an additional insured. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the District Manager's Office prior to the event.
- (5) Dogs and all other pets (with the exception of certified service animals) are not permitted on the Amenity Facilities. Where dogs are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents.
- (6) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, sidewalks, pathways, or in any way which blocks the normal flow of traffic.
- (7) Fireworks of any kind are not permitted anywhere on the facilities or adjacent areas.
- (8) No Patron, visitor or Guest is allowed in the service areas of the Amenity Facilities.
- (9) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes in accordance with the District's Rules of Procedure or applicable Florida law.
- (10) The Board of Supervisors, District Manager, his or her designee, and personnel of the Amenity Facilities have full authority to enforce these policies.
- (11) A facility Key Card will be issued to a property-owning entity at the time they are closing upon property within the District. The fee for the initial card is set forth in the Amenity Fee Schedule. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Facilities. The Key Card should not be given out to non-residents. A maximum of two (2) Key Cards will be issued per residential unit.

- (12) For *damaged* Key Cards - Property owners will be charged to replace a damaged Key Card in accordance with the Amenity Fee Schedule. Please contact the District Manager for instructions on how to obtain a replacement Key Card. Damaged Key Cards must be mailed or brought to the District Manager's office prior to obtaining a replacement.
- (13) For *lost* or *stolen* Key Cards – Property owners will be charged to obtain a new Key Card in accordance with the Amenity Fee Schedule. Please contact the District Manager to initiate the replacement process. Please note that all lost or stolen Key Cards will be deactivated for security reasons.
- (14) Smoking, using any paraphernalia designed to consume tobacco or other smokable substances, is not permitted anywhere inside the Amenity Facilities.
- (15) Guests must be registered and accompanied by a Patron before entering the Amenity Facilities.
- (16) Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Facilities privileges and will not relieve Patrons of obligations to pay assessments, rates, or fees incurred.
- (17) At the discretion of Amenity Facilities personnel, children between the ages of sixteen (16) and seventeen (17) who violate the rules and policies may be expelled from the facility for one day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be kept on file with the District. Any child who is expelled from the facility three (3) times in a one-year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a Parent or Adult Patron, eighteen (18) years of age or older, at all times.
- (18) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (19) Golf carts, off-road bikes/vehicles, and any unlicensed motor vehicles are prohibited on all property owned, maintained, and operated by the Davenport Road South Community Development District and Highland Meadows West Community Development District or the Amenity Facilities.
- (20) The Amenity Facilities will not offer child care services to Patrons or Guests under the authority or supervision of the District at any of its facilities.
- (21) Skateboarding is not allowed on any Amenity Facilities' property, this includes but is not limited to: pathways, and sidewalks surrounding this area.
- (22) Loss or destruction of property or instances of personal injury:
 - a. Each Patron and each Guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractors

shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Facilities, whether in lockers or elsewhere.

- b. No person shall remove from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.
- c. Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities premises, shall do so at his or her own risk, and shall hold the Amenity Facilities, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.
- d. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Facilities operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

GENERAL SWIMMING POOL RULES

- (1) Patrons may only gain access to the pool area through the use of their Key Cards. At any given time, a Patron may accompany up to four (4) Guests at the swimming pool.
- (2) No Lifeguards will be on duty. Patrons swim at their own risk while adhering to swimming pool rules.

- (3) Children under sixteen (16) years of age must be accompanied by a Parent or Adult Patron, eighteen (18) years of age or older, at all times for usage of the pool facility.
- (4) Radios, televisions, and the like may be listened to if played at a volume which is not offensive to other members and guests.
- (5) Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. During these posted hours Patrons swim at their own risk while adhering to swimming pool rules.
- (6) Pool facilities will be closed during periods of heavy rain, thunderstorms and other inclement weather.
- (7) Showers are required before entering the pools.
- (8) Glass containers and aluminum cans are not permitted in the pool area.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must be approved by Amenity Staff prior to use. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (11) Swimming Pool hours will be posted. Pool availability may be rotated in order to facilitate maintenance of the Amenity Facilities; this usually requires the pool being closed for one (1) full day. Depending upon usage, the pool may require closure for additional periods of time to facilitate maintenance and keep it up to health code.
- (12) No access will be allowed, by a Patron or any other person, before or after Swimming Pool hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Facilities for the entire household.
- (13) Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (14) The Amenity staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Pool Parties. Any organized activities taking place at the Amenity Facilities must first be approved by Amenity Staff.
- (15) Any person swimming during non-posted swimming hours may be suspended from using the facility.

- (16) Proper swim attire (no cutoffs) must be worn in the pool.
- (17) No chewing gum is permitted in the pool or on the pool deck area.
- (18) Alcoholic beverages are not permitted in the pool area.
- (19) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (20) For the comfort of others, the changing of diapers or clothes is not allowed at pool side. Changing tables are provided in the restroom facility.
- (21) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (22) Radio controlled water craft are not allowed in the pool area.
- (23) Pool entrances must be kept clear at all times.
- (24) No swinging on ladders, fences, or railings is allowed.
- (25) Pool furniture is not to be removed from the pool area.
- (26) Loud, profane, or abusive language is absolutely prohibited.

Swimming Pool: Feces Policy

- (1) If contamination occurs, the pool will be closed for at least twelve (12) hours and the water will be shocked with chlorine to kill all bacteria.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

Swimming Pool: Thunderstorm Policy

During periods of heavy rain, thunderstorms, and other inclement weather, swimming is prohibited. Amenity staff reserves the right to close the pool during such times.

FACILITY RENTAL POLICIES

The pool, pool deck, and cabana area of the Amenity Facilities is not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours. However, the Pool Pavilion may be rented in accordance with these rental policies.

The Patron renting the Pool Pavilion shall be responsible for any and all damage and expenses arising from the event.

- (1) *Rental Fees:* A non-refundable rental fee will be charged in accordance with the Amenity Fee Schedule. A final guarantee (number) of Guests is to be conveyed to the Amenity Manager no later than ten (10) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check *shall* be made out to the “Davenport Road South Community Development District” and submitted to the District Manager’s Office at least ten (10) days from the reservation date.
- (2) *Reservations:* Patrons interested in reserving the Pool Pavilion must submit to the Amenity Manager, no later than fourteen (14) days prior to the event, a completed Facilities Use Application indicating the nature of the event, the number of guests that will be attending, the hours when the event will be held, and whether alcohol and/or food will be served. The Amenity Manager will determine if a Special Event Agreement will need to be executed prior to use of the Amenity Facilities. Where determined by the Amenity Manager to be required, a properly executed Special Event Agreement, along with all documentation required therein, must be received by the Amenity Manager no less than ten (10) days prior to the date of the event. The Amenity Manager will review the Facilities Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District’s Board of Supervisors for consideration; however, in no event shall such appeal require the Board of Supervisors to hold a special meeting to consider such appeal, regardless of the timing for an event contemplated by the requesting Patron.
- (3) *Deposit:* At the time of approval, one (1) check or money order (no cash or credit card) made payable to the **Davenport Road South Community Development District** should be submitted to the Amenity Manager, received at least ten (10) days from the reservation date, in order to reserve the Pool Pavilion. The check should be in the amount set forth in the Amenity Fee Schedule. The deposit will be returned following the event as provided the District Manager determines that there has been no damage to the facility and the facility has been properly cleaned after use. If the facility is not properly cleaned, the deposit will be kept for this purpose. To receive a full refund of the deposit, the following must be completed:
 - Ensure that all garbage is removed and placed in the dumpster.
 - Remove all displays, favors or remnants of the event.
 - Restore the furniture and other items to their original position.
 - Wipe off counters and table tops.
 - Replace garbage liner.
 - Ensure that no damage has occurred to the Amenity Facilities and its property.

If additional cleaning is required, the Patron reserving the Pool Pavilion will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to return, if any.

(4) *General Policies:*

- Patrons are responsible for ensuring that their Guests adhere to the policies set forth herein.
- The volume of live or recorded music must not violate applicable County and/or City noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case by case basis to be reviewed by the District Manager or Board of Supervisors. The District is to be named on these policies as an additional insured party.

DOG PARK POLICIES

The Dog Park is restricted to use only by Patrons of the District and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit three dogs per Adult dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.

- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is designated a “No Smoking” area.

USE OF THE DOG PARK IS AT PATRON’S OWN RISK

Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park. The District is not responsible for any injury or harm caused by use of the Dog Park.

SUSPENSION AND TERMINATION OF PRIVILEGES

Suspension or termination of Amenity Facilities privileges shall be in accordance with Exhibit B, Suspension and Termination Policies, attached hereto and incorporated herein by reference upon adoption.

The above policies were adopted by the Board of Supervisors for the Davenport Road South Community Development District on this 19th day of June, 2019.

ATTEST:

DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT
DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

The above policies were adopted by the Board of Supervisors for the Highland Meadows West Community Development District on this 19th day of June, 2019.

ATTEST:

HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A
AMENITY FEE SCHEDULE

Category	Proposed Rate/Fee
Non-Resident User Fee	\$2500.00
Initial Key Card	\$10.00
Replacement of Damaged Key Card	\$30.00
Replacement of Lost or Stolen Key Card	\$50.00
Rental Fees	\$75.00 (less than 25 guests) \$125.00 (26 to 50 guests) \$175.00 (50+ guests)
Rental Deposit*	\$150.00*
*Refundable subject to proper care and cleaning of facilities.	*If cost of repairs or cleaning exceeds deposit, actual costs may be charged.

EXHIBIT B
SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) Privileges at the Amenity Facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
- Submits false information on an application for a Key Card.
 - Permits unauthorized use of a Key Card.
 - Exhibits unsatisfactory behavior, deportment or appearance.
 - Fails to abide by the Amenity Facilities Policy or any other applicable District Rules.
 - Treats the personnel or employees of the Amenity Facilities in an unreasonable, disrespectful, or abusive manner.
 - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Amenity Facilities or Amenity Facilities' Staff.
- (2) Management may at any time restrict or suspend any Patron's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's property or Amenity Facilities from damage. Suspension or termination of privileges to use the Amenity Facilities shall not relieve Patrons of the obligation to pay applicable assessments, rates, or fees.

SECTION IX

SECTION C

SECTION 1

Highland Meadows West Community Development District

Summary of Checks

April 4, 2019 to June 4, 2019

Bank	Date	Check No.'s		Amount
General Fund	4/18/19	40-42	\$	3,176.30
	5/15/19	43-47	\$	1,546.66
	5/29/19	48	\$	968.33
			\$	5,691.29
			\$	5,691.29

BANK A HIGHLAND MEADOW WEST

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/18/19	00007	12/31/18 104815	201811 310-51300-31500			*	417.66	
		3/27/19 103382	201902 310-51300-31500		PREP/CONDUCT/ATTEND CALL	*	1,438.76	
		3/27/19 106383	201902 310-51300-31500		ENGINEER REPORT/MEETING	*	14.50	
		3/27/19 106384	201902 310-51300-31500		BID PACKAGE/PROJECT	*	833.54	
					BOND FILES/PROJECT COSTS			
					HOPPING GREEN & SAMS PA			2,704.46 000040
4/18/19	00004	3/13/19 JM031320	201903 310-51300-11000			*	200.00	
					SUPERVISOR FEES-03/13/19			
					JOHN THOMAS MAZUCHOWSKI			200.00 000041
4/18/19	00010	3/06/19 L060G0IS	201903 310-51300-48000			*	271.84	
					NOT OF MTG 3/13/19			
					LAKELAND LEDGER PUBLISHING			271.84 000042
5/15/19	00008	3/13/19 AR031320	201903 310-51300-11000			*	200.00	
					SUPERVISOR FEES-03/13/19			
		4/10/19 AR041019	201904 310-51300-11000			*	200.00	
					SUPV FEE 4/10/19			
					ANDREW RHINEHART			400.00 000043
5/15/19	00007	1/25/19 105172	201904 300-20700-10000			*	146.66	
					COURT/CERTIFICATE			
					HOPPING GREEN & SAMS PA			146.66 000044
5/15/19	00002	3/13/19 KA031320	201903 310-51300-11000			*	200.00	
					SUPERVISOR FEES-03/13/19			
					KEATON ALEXANDER			200.00 000045
5/15/19	00003	3/13/19 LS031320	201903 310-51300-11000			*	200.00	
					SUPERVISOR FEES-03/13/19			
		4/10/19 LS041019	201904 310-51300-11000			*	200.00	
					SUPV FEE 4/10/19			
					LAUREN OAKLEY SCHWENK			400.00 000046
5/15/19	00009	3/13/19 RH031320	201903 310-51300-11000			*	200.00	
					SUPERVISOR FEES-03/13/19			
		4/10/19 RH041019	201904 310-51300-11000			*	200.00	
					SUPV FEE 4/10/19			
					RENNIE HEATH			400.00 000047
5/29/19	00010	2/01/19 L060G0IR	201902 310-51300-48000			*	691.83	
					MTG 2/1/19-PROPOSAL-IMPRV			

HIMW --HIGH WEST-- KCOSTA

[illegible]

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		4/03/19	L060G0IU 201904 310-51300-48000		*	276.50	
		NOT OF MTG 4/3/19					

LAKELAND LEDGER PUBLISHING

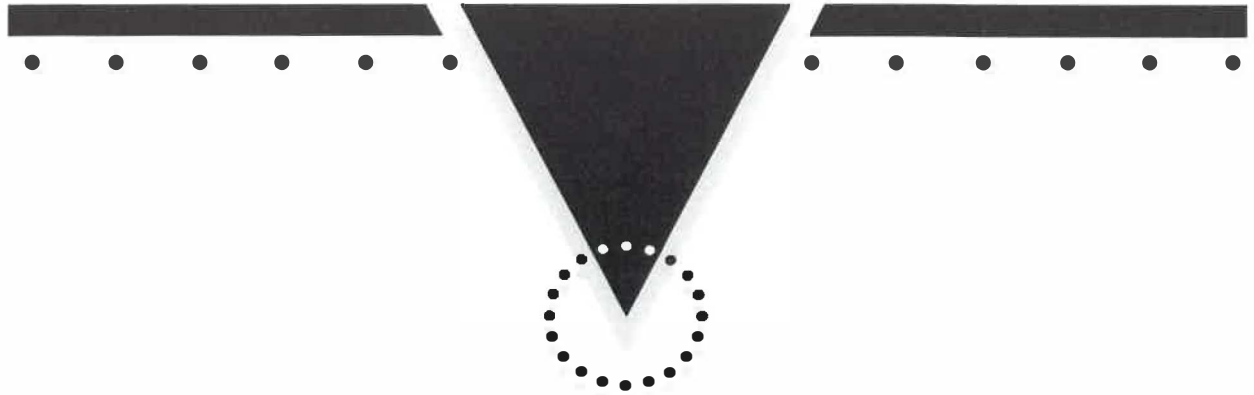
968.33 000048

TOTAL FOR BANK A	5,691.29
------------------	----------

TOTAL FOR REGISTER	5,691.29
--------------------	----------

HIMW --HIGH WEST-- KCOSTA

SECTION 2



HIGHLAND MEADOWS WEST

Community Development District

Unaudited Financial Reporting

April 30, 2019



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Series 2019 Debt Service Fund</u>
4	<u>Series 2019 Capital Projects Fund Income Statement</u>
5	<u>Month to Month</u>
6	<u>Developer Contribution Schedule</u>
7	<u>Series 2019 Construction Schedule</u>

HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
April 30, 2019

	General Fund	Debt Service Fund	Capital Projects Fund	Totals
<u>ASSETS:</u>				
<u>CASH</u>				
OPERATING ACCOUNT	\$5,852	---	---	\$5,852
<u>INVESTMENTS</u>				
SERIES 2019				
RESERVE	---	\$411,969	---	\$411,969
INTEREST	---	\$157,567	---	\$157,567
CONSTRUCTION	---	---	\$5,510,264	\$5,510,264
COST OF ISSUANCE	---	---	\$7,000	\$7,000
DUE FROM OTHER	\$834	---	---	\$834
TOTAL ASSETS	\$6,685	\$569,536	\$5,517,264	\$6,093,485
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$9,834	---	---	\$9,834
DUE TO DEVELOPER	---	---	\$18,761	\$18,761
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	(\$3,148)	---	---	(\$3,148)
RESERVED FOR CAPITAL PROJECTS	---	---	\$5,498,503	\$5,498,503
RESERVED FOR DEBT SERVICE	---	\$569,536	---	\$569,536
TOTAL LIABILITIES & FUND EQUITY	\$6,685	\$569,536	\$5,517,264	\$6,093,485

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending April 30, 2019

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 04/30/19	ACTUAL THRU 04/30/19	VARIANCE
DEVELOPER CONTRIBUTIONS	\$113,475	\$40,000	\$40,000	\$0
TOTAL REVENUES	\$113,475	\$40,000	\$40,000	\$0

EXPENDITURES:

ADMINISTRATIVE:

SUPERVISORS FEES	\$12,000	\$7,000	\$6,000	\$1,000
D&O INSURANCE	\$2,200	\$2,200	\$2,250	(\$50)
GENERAL LIABILITY INSURANCE	\$0	\$0	\$2,750	(\$2,750)
ENGINEERING	\$20,000	\$11,667	\$0	\$11,667
DISTRICT COUNSEL	\$20,000	\$11,667	\$7,901	\$3,766
AUDIT	\$4,000	\$2,333	\$0	\$2,333
DISTRICT MANAGEMENT	\$35,000	\$20,417	\$20,417	(\$0)
TRAVEL & PER DIEM	\$250	\$146	\$0	\$146
TELEPHONE	\$250	\$146	\$36	\$110
POSTAGE	\$300	\$175	\$135	\$40
OFFICE SUPPLIES	\$0	\$0	\$499	(\$499)
COPIES	\$300	\$175	\$448	(\$273)
LEGAL ADVERTISING	\$10,000	\$5,833	\$3,397	\$2,436
MISCELLANEOUS	\$5,000	\$2,917	\$0	\$2,917
WEBSITE MAINTENANCE	\$4,000	\$2,333	\$825	\$1,508
DUES, LICENSES, & FEES	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE:	\$113,475	\$67,183	\$44,832	\$22,351
TOTAL EXPENDITURES	\$113,475	\$67,183	\$44,832	\$22,351
EXCESS REVENUES (EXPENDITURES)	\$0		(\$4,832)	
FUND BALANCE - BEGINNING	\$0		\$1,684	
FUND BALANCE - ENDING	\$0		(\$3,148)	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending April 30, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 04/30/19	ACTUAL THRU 04/30/19	VARIANCE
<u>REVENUES:</u>				
BOND PROCEEDS	\$0	\$0	\$569,536	\$569,536
TOTAL REVENUES	\$0	\$0	\$569,536	\$569,536
<u>EXPENDITURES:</u>				
PRINCIPAL EXPENSE - 11/1	\$0	\$0	\$0	\$0
INTEREST EXPENSE - 11/1	\$0	\$0	\$0	\$0
INTEREST EXPENSE - 5/2	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$569,536	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$569,536	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending April 30, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 04/30/19	ACTUAL THRU 04/30/19	VARIANCE
<u>REVENUES:</u>				
BOND PROCEEDS	\$0	\$0	\$5,815,464	\$5,815,464
TOTAL REVENUES	\$0	\$0	\$5,815,464	\$5,815,464
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$9,353	(\$9,353)
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$298,200	(\$298,200)
TOTAL EXPENDITURES	\$0	\$0	\$307,553	(\$307,553)
EXCESS REVENUES (EXPENDITURES)	\$0		\$5,507,911	
FUND BALANCE - BEGINNING	\$0		(\$9,408)	
FUND BALANCE - ENDING	\$0		\$5,498,503	

HIGHLAND MEADOWS WEST

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
TOTAL REVENUES	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISORS FEES	\$0	\$800	\$1,000	\$800	\$1,000	\$1,000	\$1,400	\$0	\$0	\$0	\$0	\$0	\$6,000
D&O INSURANCE	\$2,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250
GENERAL LIABILITY INSURANCE	\$2,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,750
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISTRICT COUNSEL	\$475	\$418	\$434	\$1,699	\$1,453	\$3,422	\$0	\$0	\$0	\$0	\$0	\$0	\$7,901
AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISTRICT MANAGEMENT	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$20,417
TRAVEL & PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$6	\$8	\$0	\$0	\$0	\$22	\$0	\$0	\$0	\$0	\$0	\$36
POSTAGE	\$0	\$39	\$29	\$9	\$7	\$4	\$48	\$0	\$0	\$0	\$0	\$0	\$135
OFFICE SUPPLIES	\$20	\$409	\$15	\$18	\$0	\$18	\$18	\$0	\$0	\$0	\$0	\$0	\$499
COPIES	\$206	\$4	\$16	\$29	\$42	\$134	\$17	\$0	\$0	\$0	\$0	\$0	\$448
LEGAL ADVERTISING	\$1,170	\$409	\$311	\$0	\$959	\$272	\$277	\$0	\$0	\$0	\$0	\$0	\$3,397
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WEB SITE MAINTENANCE	\$125	\$125	\$125	\$125	\$125	\$125	\$75	\$0	\$0	\$0	\$0	\$0	\$825
DUES, LICENSES, & FEES	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL ADMINISTRATIVE	\$10,088	\$5,127	\$4,854	\$5,596	\$6,503	\$7,891	\$4,773	\$0	\$0	\$0	\$0	\$0	\$44,832
TOTAL EXPENDITURES	\$10,088	\$5,127	\$4,854	\$5,596	\$6,503	\$7,891	\$4,773	\$0	\$0	\$0	\$0	\$0	\$44,832
EXCESS REVENUES/(EXPENDITURES)	\$9,912	(\$5,127)	\$15,146	(\$5,596)	(\$6,503)	(\$7,891)	(\$4,773)	\$0	\$0	\$0	\$0	\$0	(\$4,832)

**Highland Meadows West Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Prepared Date	Payment Received Date	Check/Wire Amount	Total Funding Request	General Fund Portion (FY18)	General Fund Portion (FY19)	Capital Projects Fund Portion (FY18)	Capital Projects Fund Portion (FY19)	Over and (short) Balance Due
2018-01 FY19	7/17/17	10/15/18	\$ 20,167.45	\$ 20,167.45	\$ 20,475.00	\$ -	\$ -	\$ -	\$ -
1	10/19/18	11/30/18	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
2	12/12/18	2/1/19	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
B1	12/12/18	2/1/19	\$ 18,614.15	\$ 18,614.15	\$ -	\$ -	\$ 9,407.65	\$ 9,206.50	\$ -
B2	3/20/19	4/5/19	\$ 146.66	\$ 146.66	\$ -	\$ -	\$ -	\$ 146.66	\$ -
Due from Developer			\$ 58,760.81	\$ 78,928.26	\$ 20,475.00	\$ 40,000.00	\$ 9,407.65	\$ 9,353.16	\$ -
Total Developer Contributions FY19						\$ 40,000.00			

Highland Meadows West Community Development District

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2019				

TOTAL	\$	-
--------------	-----------	----------

Fiscal Year 2019

TOTAL	\$	-
--------------	-----------	----------

Acquisition/Construction Fund at 04/25/18	\$ 5,510,264.05
Interest Earned thru 04/30/19	\$ -
Requisitions Paid thru 04/30/19	\$ -
Remaining Acquisition/Construction Fund	\$ 5,510,264.05

SECTION 3

FORMS OF REQUISITIONS

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (Acquisition and Construction)

The undersigned, a Responsible Officer of the Highland Meadows West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

- (A) Requisition Number: 4
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: Heath Construction & Management, LLC.
- (D) Amount Payable: \$9,000.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoices 140, 146 & 167 – Construction Management Services
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

Series 2019 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:

the Costs of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Responsible Officer

Date: 5/15/19

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that (a) the portion of the Project is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

[Signature]
Consulting Engineer

Date: 6-5-19

Heath Construction & Management, LLC

326 Hamilton Shores Dr, NE
Winter Haven, FL 33881

Invoice

Date	Invoice #
4/1/2019	140

Bill To
Highland Meadows West CDD ATTN: Jill Burns 135 West Central Blvd, Ste 320 Orlando, FL 32801

Job	Orchid Terrace
Account #	

RECEIVED

APR 02 2019

BY.

Description	Amount
Design, permitting, zoning, land use, public hearing, bidding, and construction management from 3/16/19 to 3/31/19	3,000.00
Payment due upon receipt	Total \$3,000.00

Heath Construction & Management, LLC

326 Hamilton Shores Dr, NE
Winter Haven, FL 33881

Invoice

Date	Invoice #
4/16/2019	146

Bill To
Highland Meadows West CDD ATTN: Jill Burns 135 West Central Blvd, Ste 320 Orlando, FL 32801

Job	Orchid Terrace
Account #	

Description	Amount
Design, permitting, zoning, land use, public hearing, bidding, and construction management from 4/1/19 to 4/15/19	3,000.00
Payment due upon receipt	Total \$3,000.00

Heath Construction & Management, LLC

326 Hamilton Shores Dr, NE
Winter Haven, FL 33881

Invoice

Date	Invoice #
5/1/2019	167

Bill To
Highland Meadows West CDD ATTN: Jill Burns 135 West Central Blvd, Ste 320 Orlando, FL 32801

Job	Orchid Terrace
Account #	

Description	Amount
Design, pennitting, zoning, land use, public hearing, bidding, and construction management from 4/16/19 to 4/30/19	3,000.00
Payment due upon receipt	Total \$3,000.00

FORMS OF REQUISITIONS

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (Acquisition and Construction)

The undersigned, a Responsible Officer of the Highland Meadows West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

- (A) Requisition Number: 5
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: Hopping, Green & Sams
- (D) Amount Payable: \$1,256.75
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice 105714 – Preparation of project manual
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

Series 2019 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:

the Costs of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT**

By [Signature]
Responsible Officer

Date: 5/15/19

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that (a) the portion of the Project is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

[Signature]
Consulting Engineer

Date: 6-5-19

Hopping Green & Sams

Attorneys and Counselors

118 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

February 25, 2019

Highland Meadows West CDD
c/o Jill Burns
9145 Narcoossee Rd, Ste. A206
Orlando, FL 32827

Bill Number 105714
Billed through 01/31/2019

Phase 1 Construction

HMWCDD 00103 RVW

7
1-4-13-215
Prop/Review/Confer

FOR PROFESSIONAL SERVICES RENDERED

01/16/19	AHJ	Prepare project manual, notice of request for proposals, evaluation criteria and procurement timeline; confer with Burns regarding same.	1.70 hrs
01/22/19	AHJ	Prepare project manual.	0.10 hrs
01/23/19	AHJ	Prepare project manual.	0.50 hrs
01/25/19	AHJ	Confer with Burns regarding procurement timeline.	0.10 hrs
01/28/19	RVW	Review notice of request for proposals; confer with Burns regarding change in opening date.	0.30 hrs
01/28/19	AHJ	Confer with Burns regarding procurement timeline; prepare updates to district file regarding same; prepare project manual.	0.40 hrs
01/29/19	RVW	Review and edit project manual and contract documents.	1.30 hrs
01/29/19	AHJ	Finalize project manual.	1.90 hrs
Total fees for this matter			\$1,185.50

DISBURSEMENTS

Document Reproduction	71.25
Total disbursements for this matter	\$71.25

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	4.70 hrs	145 /hr	\$681.50
Van Wyk, Roy	1.60 hrs	315 /hr	\$504.00

TOTAL FEES	\$1,185.50
TOTAL DISBURSEMENTS	\$71.25

TOTAL CHARGES FOR THIS MATTER	<u>\$1,256.75</u>
-------------------------------	-------------------

BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	4.70 hrs	145 /hr	\$681.50
Van Wyk, Roy	1.60 hrs	315 /hr	\$504.00

TOTAL FEES	\$1,185.50
------------	------------

TOTAL DISBURSEMENTS	\$71.25
---------------------	---------

TOTAL CHARGES FOR THIS BILL	\$1,256.75
------------------------------------	-------------------

Please include the bill number on your check.

FORMS OF REQUISITIONS

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (Acquisition and Construction)

The undersigned, a Responsible Officer of the Highland Meadows West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

- (A) Requisition Number: 6
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: HMD West, LLC.
- (D) Amount Payable: \$223,609.70
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Project Construction Costs paid by Developer
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

Series 2019 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:

the Costs of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Responsible Officer

Date: 5/15/19

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that (a) the portion of the Project is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

[Signature]
Consulting Engineer

Date: 6-5-19

Highland Meadows West CDD
Reimbursement to HMD West LLC
Expenses - 1/1/2018 through 4/19/2019

Date	Num	Description	Memo	Category	Amount
3/20/2018	1028	Dennis Wood Engineering	Inv# 1969	Engineering	\$432.50
3/20/2018	1029	Imperial Testing 7 Engineering	Inv# 35439	Engineering	\$4,700.00
4/24/2018	1045	Dennis Wood Engineering	Inv# 2042	Engineering	\$1,245.00
5/14/2018	1058	Dennis Wood Engineering	Inv# 2044	Engineering	\$14,200.00
5/14/2018	1059	Dennis Wood Engineering	Inv# 2043	Engineering	\$100.00
6/5/2018	1065	Dennis Wood Engineering	Inv# 2126	Engineering	\$152.50
6/5/2018	1066	Dennis Wood Engineering	Inv# 2125	Engineering	\$1,030.00
8/8/2018	1101	Dennis Wood Engineering	Inv# 2221 (5/21/18 - 7/1/18) CDD	Engineering	\$24,800.00
8/8/2018	1102	Dennis Wood Engineering	Inv# 2222 (5/21/18 - 7/1/18) Land use change	Engineering	\$450.00
8/14/2018	1107	Dennis Wood Engineering	Inv# 2223 -	Engineering	\$242.50
9/19/2018	1112	Dennis Wood Engineering	Inv# 2286 Land Use Change	Engineering	\$880.00
9/16/2018	1113	Dennis Wood Engineering	Inv# 2285	Engineering	\$1,192.50
11/13/2018	1122	Dennis Wood Engineering	Inv# 2344 (CDD)	Engineering	\$200.00
11/13/2018	1124	Dennis Wood Engineering	Inv# 2345 (Highland Meadows West Group Contract)	Engineering	\$32,865.00
11/20/2018	1129	Dennis Wood Engineering	Inv# 2420 (Highland Meadows West Group Contract)	Engineering	\$4,179.50
12/12/2018	1089	Dennis Wood Engineering	Inv# 2261	Engineering	\$40,960.00
12/28/2018	1142	Dennis Wood Engineering	Inv# 2419	Engineering	\$375.00
1/22/2019	1145	Dennis Wood Engineering	Inv# 2481	Engineering	\$16,945.50
3/26/2019	1015	Wood & Associates	Inv# 51 - Ad Fee SWFWMD	Engineering	\$59.00
1/19/2018	1055	Dennis Wood Engineering	Inv# 1815	Engineering	\$1,340.00
1/19/2018	1057	Dennis Wood Engineering	Inv# 1749	Engineering	\$400.00
3/6/2018	1005	Dennis Wood Engineering	Inv# 1905	Engineering	\$450.00
3/20/2018	1027	Horner Environmental Professionals Inc.	Inv# 214655	Environmental	\$593.75
5/14/2018	1057	Horner Environmental Professionals Inc.	Inv# 214820	Environmental	\$118.75
3/26/2019	1016	Horner Environmental Professionals Inc.	Inv# 215460 -	Environmental	\$1,583.00
12/18/2018	1137	Highland Meadows West CDD	FY19 Funding Request #B1 - Bond related expenses	Legal	\$18,410.15
3/26/2019	1014	Highland Meadows West CDD	FY19 Funding Request #B2 - Hoppng Green & Sams	Legal	\$146.66
3/18/2019	1087	FDEP	Sewer Permit - Orcid Terrace Ph 1&2	Permitting	\$500.00
12/1/2018	1082	City of Haines City		Permitting	\$34,250.00
1/2/2019	1083	City of Haines City	deposit ck dtd 11/14/2018	Permitting	\$1,000.00
11/14/2018	1086	Polk County Health Dept.		Permitting	\$850.00
4/19/2019	3001	City of Haines City	Permit	Permitting	\$18,958.39

1/1/2018 - 4/19/2019	TOTAL EXPENSES	\$223,609.70
----------------------	----------------	--------------

Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101
Lakeland, Fl 33801

Invoice

Date	Invoice #
2/26/2018	1969

Bill To

Lauren Schwenk
Cassidy Holdings, LLC
346 East Central Avenue
Winter Haven, FL 33880

*Highland
meadows west*

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
0.5	Administrative Assistant	55.00	27.50
1	Administrative Assistant	55.00	55.00
2	Project manager	100.00	200.00
0.5	Project manager	100.00	50.00
1	Project manager	100.00	100.00
<div><i>RA</i> <i>1702</i></div>			
Highland Meadows West Land Use Change Billing 1-15-18 thru 2-25-18		Total	\$432.50
		<i>#1028 3-2-18</i>	

Imperial Testing and Engineering
3905 Kidron Road
Lakeland, FL 33811
863 647-2877 863 647-1770 FAX

February 8, 2018

Invoice # 35439

Dennis Wood Engineering
Attn: Dennis Wood
1925 Bartow Road
Lakeland, FL 33801

Imperial Project No. 14616
Re: Highland Meadows West Subdivision, Davenport, FL
Permeability Analysis and Soil Profile

The task as outlined in our email dated December 22, 2017 is now complete. \$4,700.00

- Mobilize to the site with a small drilling rig.
- Install 6 rig soil borings to 25 feet below land surface in the proposed pond areas.
- Determine seasonal high water table at each boring location.
- Collect a horizontal Shelby Tube permeability up to 3 feet deep and above the seasonal high. A total of 6 Shelby Tubes will be collected.
- Prepare a report of findings and any recommendations.

Amount Due	Terms	Net 30	\$4,700.00
------------	-------	--------	------------

THANK YOU

DA

1702

41029

3-10-18

Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
4/6/2018	2042

Bill To
Rennie Heath Highland Meadows West CDD 346 East Central Avenue Winter Haven, FL 33880

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
3	Administrative Assistant 2-28-18	55.00	165.00
1	Principal Engineer 2-28-18	125.00	125.00
4	Administrative Assistant 3-1-18	55.00	220.00
4	Principal Engineer 3-1-18	125.00	500.00
1	Administrative Assistant 3-5-18	55.00	55.00
0.5	Administrative Assistant 3-8-18	55.00	27.50
1	Principal Engineer 3-8-18	125.00	125.00
0.5	Administrative Assistant 3-9-18	55.00	27.50
<i>RK</i> <i>1702</i>		<i>441 Prop</i> <i>#1045</i> <i>4-24-18</i>	
Highland Meadows West CDD Billing 2-26-18 thru 4-1-18		Total	\$1,245.00

Dennis Wood Engineering, LLC

1925 Bartow Road, Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
4/6/2018	2044

Bill To
Lauren Schwenk Cassidy Holdings LLC 346 East Central Avenue Winter Haven, FL 33880

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Lump Sum Fee = \$199,900.00 % Complete = 7.1% Earned To Date = \$ 14,200.00 Prior Invoices = \$ -0- TOTAL DUE THIS INVOICE <i>RA</i> <i>1701</i> <i>Alt Prop</i> <i>#1058</i> <i>5-14-18</i>	14,200.00	14,200.00
Highland Meadows West Group Contract Billing 2-26-18 thru 4-1-18 ✓		Total	\$14,200.00

Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
4/6/2018	2043

Bill To

Lauren Schwenk
Cassidy Holdings, LLC
346 East Central Avenue
Winter Haven, FL 33880

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Project manager 3-6-18 <i>RA</i> <i>1702</i> <i>RA Wood</i> <i># 1059</i> <i>5-14-18</i>	100.00	100.00
Highland Meadows West Land Use Change Billing 2-26-18 thru 4-1-18 ✓		Total	\$100.00

Dennis Wood Engineering, LLC

1925 Bartow Road, Suite 101
Lakeland, FL 33801

To JO 5/30/18

Invoice

Date	Invoice #
5/18/2018	2126

Bill To

Rennie Heath
Highland Meadows West CDD ✓
346 East Central Avenue
Winter Haven, FL 33880

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
0.5	Administrative Assistant 4-17-18	55.00	27.50
1	Principal Engineer 4-17-18	125.00	125.00
PA 1702			
Highland Meadows West CDD Billing 4-2-26-18 thru 5-20-18		Total	APL 1250 \$152.50

#1065
6-5-18

Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101
Lakeland, FL 33801

TO JD 5/30/18

Invoice

Date	Invoice #
5/18/2018	2125

Bill To
Lauren Schwenk Cassidy Holdings, LLC 346 East Central Avenue Winter Haven, FL33880

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
3	Project manager 4-17-18	100.00	300.00
1	Administrative Assistant 4-23-18	55.00	55.00
1	Project manager 4-24-18	100.00	100.00
2	Administrative Assistant 4-26-18	55.00	110.00
2	Administrative Assistant 4-27-18	55.00	110.00
3	Project manager 4-18-18	100.00	300.00
1	Administrative Assistant 5-7-18	55.00	55.00
<i>RA</i> <i>1702</i>			
Highland Meadows West Land Use Change Billing 4-2-18 thru 5-20-18		<i>At Pay</i> <i>41000</i> <i>6-5-18</i>	
		Total	\$1,030.00

Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101
Lakeland, Fl 33801

Invoice

Date	Invoice #
7/7/2018	2221

Bill To
Lauren Schwank Cassidy Holdings LLC 346 East Central Avenue Winter Haven, FL 33880

PAID
10/04/2018

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Lump Sum Fee = \$199,900.00 % Complete = 19.5% Earned To Date = \$ 39,000.00 Prior Invoices = \$ 14,200.00 TOTAL DUE THIS INVOICE	24,800.00	24,800.00
Highland Meadows West CDD Billing 5-21-18 thru 7-1-18		Total	\$24,800.00

Dennis Wood Engineering, LLC

1925 Bartow Road, Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
7/7/2018	2222

Bill To Lauren Schwenk Cassidy Holdings, LLC 345 East Central Avenue Winter Haven, FL 33880
--

PAID
10/14/2018

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
2.5	Project manager 6-26-18	100.00	250.00
2	Project manager 6-28-18	100.00	200.00
Highland Meadows West Land Use Change Billing 5-21-18 thru 7-1-18		Total	\$450.00

Dennis Wood Engineering, LLC

1925 Bartow Road, Suite 101
Lakeland, FL 33801

8-7-18
Invoice

Date	Invoice #
7/7/2018	2223

Bill To

Rennie Heath
Highland Meadows West CDD
346 East Central Avenue
Winter Haven, FL 33880

P.O. No.

Terms

Project

Quantity	Description	Rate	Amount
1	Administrative Assistant 5-23-18	55.00	55.00
0.5	Principal Engineer 5-23-18	125.00	62.50
1	Principal Engineer 5-25-18	125.00	125.00
R# 1702			
			Approved 8-14-18
		Total	\$242.50

Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
8/15/2018	2286

Bill To

Lauren Schwenk
Cassidy Holdings, LLC
346 East Central Avenue
Winter Haven, FL 33880

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
0.5	CADD Draftsman 7-12-18	65.00	32.50
0.5	CADD Draftsman 7-18-18	65.00	32.50
1	Administrative Assistant 7-24-18	55.00	55.00
2.5	Project manager 7-24-18	100.00	250.00
2	Administrative Assistant 7-25-18	55.00	110.00
2	Engineer 7-25-18	100.00	200.00
2	Project manager 7-26-18	100.00	200.00
<p><i>RA</i> <i>1702</i> CDD - Elm West</p>		<p><i>APC#1112</i> <i>8-14-18</i></p>	
Highland Meadows West Land Use Change Billing 7-2-18 thru 8-12-18		Total	\$880.00

Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
8/15/2018	2285

Bill To

Rennie Heath
Highland Meadows West CDD
346 East Central Avenue
Winter Haven, FL 33880

PAID
10/04/2018

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
2.5	Principal Engineer 7-1-18	125.00	312.50
1	Administrative Assistant 7-12-18	55.00	55.00
0.5	Administrative Assistant 7-16-18	55.00	27.50
4	Principal Engineer 7-16-18	125.00	500.00
2	Administrative Assistant 7-17-18	55.00	110.00
1.5	Principal Engineer 7-17-18	125.00	187.50
Highland Meadows West CDD Billing 7-2-18 thru 8-12-18		Total	\$1,192.50

9-19-18
#1113

Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
9/18/2018	2344

Bill To Rennie Heath Highland Meadows West CDD 346 East Central Avenue Winter Haven, FL 33880
--

PAID
12/22/2018

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
0.5	Principal Engineer 8-14-18	125.00	62.50
2	Administrative Assistant 8-21-18	55.00	110.00
0.5	Administrative Assistant 9-6-18	55.00	27.50
Highland Meadows West CDD Billing 8-13-18 thru 9-26-18		Total	\$200.00

Dennis Wood Engineering, LLC

1925 Hartow Road , Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
9/18/2018	2345

Bill To
Lauren Schwenk Cassidy Holdings LLC 346 East Central Avenue Winter Haven, FL 33880

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Lump Sum Fee = \$199,900.00 % Complete = 56.4% Earned To Date = \$112,825.00 Prior Invoices = \$ 79,960.00 TOTAL DUE THIS INVOICE	32,865.00	32,865.00
Highland Meadows West Group Contract Billing 8-13-18 thru 9-26-18		Total	\$32,865.00

*Sub # 1124
On 11-13-18*

Dennis Wood Engineering, LLC

1925 Bartow Road, Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
11/3/2018	2420

Bill To
Lauren Schwenk Cassidy Holdings LLC 346 East Central Avenue Winter Haven, FL 33880

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Lump Sum Fee = \$199,900.00 % Complete = 58.5% Earned To Date = \$117,004.50 Prior Invoices = \$112,825.00 TOTAL DUE THIS INVOICE <i>Handwritten:</i> Hillside AP CH 1129 11-03-18	4,179.50	4,179.50
Highland Meadows West Group Contract Billing 9-17-18 thru 10-28-18		Total	\$4,179.50

Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
7/28/2018	2261

Bill To
Lauren Schwenk Cassidy Holdings LLC 346 East Central Avenue Winter Haven, FL 33880

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Lump Sum Fee = \$199,900.00 % Complete = 40.00 % Earned To Date = \$79,960.00 Prior Invoices = \$39,000.00 TOTAL DUE THIS INVOICE	40,960.00	40,960.00
Highland Meadows West CDD Billing 7-2-18 thru 7-28-18		Total	\$40,960.00

*Defect # 1125
on 11-13-18
12/12/18 # 1089*

Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
11/3/2018	2419

Bill To

Rennie Heath
Highland Meadows West CDD
346 East Central Avenue
Winter Haven, FL 33880

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
0.5	Principal Engineer 10-9-18	125.00	62.50
2.5	Principal Engineer 10-15-18	125.00	312.50
<div>RA 1702</div>			

Highland Meadows West CDD
Billing 9-17-18 thru 10-28-18

Total \$375.00

AP # 1142
12-28-18

Dennis Wood Engineering, LLC

1925 Bartow Road, Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
12/26/2018	2481

Bill To
Lauren Schwenk Cassidy Holdings LLC 346 East Central Avenue Winter Haven, FL 33880

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Lump Sum Fee = \$199,900.00 % Complete = 67.0% Earned To Date = \$133,950.00 Prior Invoices = \$117,004.50 TOTAL DUE THIS INVOICE RA 1701	16,945.50	16,945.50
Highland Meadows West Group Contract Billing 10-29-18 thru 12-23-18		Total	\$16,945.50

1-22-19

#1145 AP



Invoice

Date	Invoice #
2/20/2019	51

1925 Bartow Road Suite 100
Lakeland, FL 33801

Bill To
Lauren Schwenk Cassidy Holdings, LLC 346 East Central Avenue Winter Haven, FL 33880

Quantity	Description	Rate	Amount
1	Out of Pocket Expense Advertisement Fee SWFWMD <i>PA</i> <i>1202</i> <i>Wood West LLC</i> <i>Ch# 1015</i> <i>3-26-18</i>	59.00	59.00
Total			\$59.00

Orchid Terrace Out of Pocket Expense
Billing 2-20-19

Please make checks payable to Wood & Associates Engineering, LLC.

The Ledger

theledger.com
300 West Lime St., Lakeland FL 33815
Classified Advertising: (863) 802-7355
Fax Number: (863) 802-7814
East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

Orchid Terrace
Ph 1 + 2

Dennis Wood Engineering LLC
Andrew Rhinehart
1925 Bartow Road Suite 101

Lakeland, FL 33801

Account: L309877
Phone: (863)940-2040
P.O. #: JMBI RE
Ad Taken By: L060
Receipt printed: 02/15/2019

Order Number	Class Number	Start Run	End Run	Run Times	Lines	Description
L060G01S89	0001	02-20-19	02-20-19	2	49	PUBLIC NOTICE Notice is hereby given that the Southwest Florida Water Management District has received Environmental Resource permit application number 778242 from HMD West, LLC. Proposed activity: 266 lot single family subdivision. Project name: Orchid

Payment Detail	Pay Date	Type	Card or Check #	Card	Exp	Amount
Current Payment	02/15/2019	CARD	xxxxxxxxxx1022	AX	01/24	\$ 59.00
Order Price						\$ 59.00
Total Payments					-	\$ 59.00
Balance					=	\$ 0.00

The Ledger

theledger.com

300 West Lime St., Lakeland FL 33815

Classified Advertising: (863) 802-7355

Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

Order:	L080G0ISB9	Pubs:	14,44	Rate:	LA
Phone:	(863)940-2040	Class:	0001	Charges:	\$ 0.00
Account:	L309B77	Start Date:	02/20/2019	List Price:	\$ 59.00
Name:	Rhinehart, Andrew	Stop Date:	02/20/2019	Payments:	\$ 0.00
Caller:	NICKI	Insertions:	2	Balance:	\$ 59.00
Taken By:	L080	Columns:	1	Lines:	49
Schedule:	2/20 1x, 2/20 1x...			Taken On:	02/15/2019

PUBLIC NOTICE

Notice is hereby given that the Southwest Florida Water Management District has received Environmental Resources permit application number 778842 from HMD West, LLC. Proposed activity: 266 lot single family subdivision. Project name: Orchid Terrace Phase 1 & 2 (Design and permitting for roads, sewer, water, and drainage for the 266-lot subdivision). Project size: 57.78 acres. Location: Section(s) 06, Township 27 South, Range 27 East, in Polk County. Outstanding Florida Water: No. Aquatic preserve: No. The application is available for public inspection Monday through Friday at Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6789. Interested persons may inspect a copy of the application and submit written comments concerning the application. Comments must include the permit application number and be received within 14 days from the date of this notice. If you wish to be notified of intended agency action or an opportunity to request an administrative hearing regarding the application, you must send a written request referencing the permit application number to the Southwest Florida Water Management District, Regulation Performance Management Department, 2379 Broad Street, Brooksville, FL 34604-8999 or submit your request through the District's website at www.watermatters.org. The District does not discriminate based on disability. Anyone requiring accommodation under the ADA should contact the Regulation Performance Management Department at (863) 766-7211 or (800) 423-1476, TDD only (800) 831-6103.

NC1255 2-20; 2019

Attention:

Fax:

This is a representation of the content of your ad. Your ad may be larger or smaller when printed in the newspaper. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.

Dennis Wood Engineering, LLC

1925 Bartow Road, Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
11/27/2017	1815

Bill To
Lauren Schwenk Cassidy Holdings, LLC 346 East Central Avenue Winter Haven, FL 33880

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
5	CADD 10-18-17	65.00	325.00
1	Engineer 10-19-17	100.00	100.00
6.5	CADD 10-19-1	65.00	422.50
2	Professional Engineer 10-20-17	100.00	200.00
4.5	CADD 11-9-17	65.00	292.50
<i>Atlantic Suntrust</i> <i>PA'd ok 105%</i> <i>1-19-18</i> <i>AK</i>			
<i>1702</i>			
Highland Meadows West Land Use Change Billing 10-16-17 thru 11-26-17		Total	\$1,340.00

Dennis Wood Engineering, LLC

1925 Bartow Road, Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
10/15/2017	1749

Bill To

Lauren Schwenk
Cassidy Holdings, LLC
346 East Central Avenue
Winter Haven, FL 33880

P.O. No.	Terms	Project
----------	-------	---------

Quantity	Description	Rate	Amount
1	Project manager 9-25-17	100.00	100.00
3	Project manager 9-28-17	100.00	300.00

Layout, Land use chance and DRC meeting.

JD

Raf

1702

201606

Atlantic
Sunrise
Pd ext # 1057
1.19.18

Highland Meadows West Land Use Change
Billing 9-18-17 thru 10-15-17

Total	\$400.00
--------------	-----------------

Dennis Wood Engineering, LLC

1925 Bartow Road, Suite 101
Lakeland, FL 33801

Invoice

Date	Invoice #
1/18/2018	1905

Bill To	HM West entity
Lauren Schwenk Cassidy Holdings, LLC 346 East Central Avenue Winter Haven, FL 33880	

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
2.5	Project manager 12-6-17	100.00	250.00
1	Project manager 12-15-17	100.00	100.00
0.5	Project manager 12-18-17	100.00	50.00
0.5	Project manager 1-9-17	100.00	50.00
RA 1702 HM West #1005 3-6-18 fer			
Highland Meadows West Land Use Change ✓ Billing 11-27-17 thru 1-14-18		Total	\$450.00



HORNER ENVIRONMENTAL
PROFESSIONALS, INC.
4252 HAY ROAD
LUTZ, FLORIDA 33559
TEL: 813-907-9500

Invoice

Date	Invoice No.
2/21/2018	214655

Bill To

Rennie Heath
Cassidy Holdings Group
346 East Central Avenue
Winter Haven, FL 33880

Atlanta
9/30

Project Name: Highland Meadows West Property ✓

Billing Period: January 2018

Service Description	Total Hours	Billing Rate	Amount
File Review/ Graphic Preparation			
Review of applicable databases for occurrence of Wildlife species listed as Threatened, Endangered or Species of Special Concern			
Cursory review for listed species on site			
Coordination with D. Wood and Cassidy Holdings Group, as needed			
Total Hours	6.25	95.00	\$593.75

RH
1202

Thank you for the opportunity to assist you with this project.

Balance Due: \$593.75

1/27
3-20-18



HORNER ENVIRONMENTAL
PROFESSIONALS, INC.
4252 HAY ROAD
LUTZ, FLORIDA 33559
TEL: 813-907-9500

Invoice

Date	Invoice No.
4/26/2018	214820

Bill To Cassidy Holdings Group 346 East Central Avenue Winter Haven, FL 33880

Project Name: Highland Meadows West ✓
Billing Period: March 2018

Service Description	Total Hours	Billing Rate	Amount
Project Manager: Rennie Heath			
Project files/database review			
Listed species letter			
Figure/correspondence for client use			
Coordination with Cassidy Holdings, D. Wood			
Total Hours	1.25	95.00	118.75
RKH 1202			
Alt Prop #1057 5-14-18			
Thank you for the opportunity to assist you with this project.			Balance Due: \$118.75



HORNER ENVIRONMENTAL
PROFESSIONALS, INC.
4252 HAY ROAD
LUTZ, FLORIDA 33559
TEL: 813-907-9500

Invoice

Date	Invoice No.
2/25/2019	215460

Bill To: Cassidy Holdings Group 346 East Central Avenue Winter Haven, FL 33880
--

Project Name: Highland Meadows West
Billing Period: January 2019

Service Description	Total Hours	Billing Rate	Amount
Review available site information (aerials, soils, etc.)			
Site review for listed species concerns			
Site review of current conditions			
FWC Gopher tortoise application submittal			
Project vetting/scheduling			
Coordination as needed with Oakley, Rhinehart, Cassidy			
Total Hours- Principal	3	150.00	450.00
Total Hours- Ecologist	8	115.00	920.00
FWC Application Fee (Paid by HEP)		213.00	213.00

[Handwritten signature]
1202

Thank you for the opportunity to assist you with this project.

Balance Due: \$1,583.00

HMD West LLC
1016
3-26-18

**Highland Meadows West
Community Development District**

**FY19 Funding Request #B1
December 12, 2018**

Payee		General Fund	
1	Hopping Green & Sams		
	Inv# 102839 - Series 2018 Phase 1 Financing Services - August 2018	\$	204.00
	Inv# 103979 - Bond Validation Services - July 2018 to October 2018	\$	18,410.15
		Total:	\$ 18,614.15

Please make check payable to:

Highland Meadows West Community Development District
9145 Narcoossee Road, Suite A206
Orlando, FL 32827

AP # 1137
12-18-18

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300

P.O. Box 6628

Tallahassee, FL 32314

850.222.7500

STATEMENT

November 29, 2018

Highland Meadows West CDD
c/o Jill Burns
135 W. Central Blvd., Suite 320
Orlando, FL 32801

Bill Number 103979
Billed through 10/31/2018

Bond Validation
HMWCDD 00102 RYW

FOR PROFESSIONAL SERVICES RENDERED

07/19/18	WSH	Review status regarding bond validation.	0.20 hrs
07/23/18	WSH	Confer with Sweeting regarding status; review bond validation documents.	0.50 hrs
07/24/18	AHJ	Prepare bond validation complaint.	0.70 hrs
07/25/18	AHJ	Prepare bond validation complaint.	0.20 hrs
07/26/18	SSW	Confer with Schwenk regarding filing of bond validation complaint.	0.20 hrs
07/27/18	WSH	Research status regarding bond validation complaint; review documents regarding same.	0.80 hrs
07/27/18	AHJ	Prepare bond validation complaint; confer with Kirdand regarding hearing transcript.	1.90 hrs
07/30/18	WSH	Review bond validation complaint documents.	0.70 hrs
07/30/18	AHJ	Prepare bond validation complaint; assemble exhibits to same.	1.50 hrs
08/01/18	WSH	Review and revise bond validation complaint.	1.30 hrs
08/02/18	AHJ	Prepare revisions to bond validation complaint; confer with Evans regarding same.	0.50 hrs
08/03/18	WSH	Confer with bond counsel regarding bond validation complaint; finalize and file same; prepare correspondence to assistant state attorney; review response to same.	0.80 hrs
08/03/18	AHJ	Prepare revisions to bond validation complaint; confer with Avalon regarding filing same and master assessment methodology.	0.60 hrs
08/06/18	WSH	Review bond validation complaint.	0.40 hrs
08/06/18	AHJ	File bond validation complaint.	1.10 hrs
08/08/18	WSH	Review Judge Selph's local rules regarding hearing times.	0.50 hrs

08/08/18	AHJ	Review Judge Selph's judicial procedures; prepare updates to pleading file.	1.00 hrs
08/10/18	WSH	Review answer and acceptance of service.	0.30 hrs
08/13/18	WSH	Research hearing date and notice regarding same.	0.30 hrs
08/13/18	AHJ	Prepare updates to pleading file; confer with Williamson regarding hearing dates; confer with Avalon and Peacock regarding same; prepare notice and order to show cause.	1.20 hrs
08/15/18	SSW	Follow-up regarding notice and order to show cause.	0.30 hrs
08/15/18	AHJ	Prepare notice and order to show cause; prepare correspondence to Judge Selph regarding same.	0.80 hrs
08/17/18	WSH	Review and revise notice of hearing and correspondence to Judge Selph regarding same.	0.50 hrs
08/17/18	AHJ	Prepare notice and order to show cause and transmittal letter to Judge Selph; confer with Avalon regarding same; calendar hearing date.	0.90 hrs
08/20/18	AHJ	Finalize correspondence to Judge Selph regarding notice and order to show cause; confer with Avalon and Williamson regarding same; transmit same to Williamson.	0.80 hrs
08/24/18	WSH	Review notice and order to show cause; research publication regarding same.	0.30 hrs
08/24/18	AHJ	File notice and order to show cause; confer with newspaper regarding publication of same.	0.50 hrs
08/27/18	AHJ	Confer with Rouse regarding publication of notice and order to show cause; assemble joint stipulation exhibits.	1.80 hrs
08/28/18	AHJ	Confer with Rouse regarding publication dates for notice and order to show cause; confer with clerk regarding same.	0.30 hrs
09/04/18	WSH	Research status; review documents regarding joint stipulation.	0.40 hrs
09/05/18	WSH	Prepare for bond validation hearing; review testimony.	0.80 hrs
09/05/18	AHJ	Assemble exhibits to joint stipulation; prepare certificate of trustee and final judgment.	1.20 hrs
09/07/18	AHJ	Review proof regarding notice and order to show cause; confer with Rouse regarding same; assemble exhibits to joint stipulation.	0.50 hrs
09/11/18	WSH	Review correspondence from assistant state attorney regarding submittal of draft final judgment.	0.50 hrs
09/12/18	WSH	Confer with assistant state attorney regarding submission of draft final judgment.	0.30 hrs
09/12/18	AHJ	Prepare joint stipulation.	0.70 hrs
09/13/18	AHJ	Prepare joint stipulation; confer with Algard and Burns regarding exhibits to same; confer with Kharran-Misra regarding bond validation hearing; prepare	1.70 hrs

final judgment.

09/14/18	WSH	Confer with Flint regarding validation hearing; review assessment methodology.	0.90 hrs
09/14/18	SSW	Confer with Burns regarding validation testimony.	0.40 hrs
09/17/18	AHJ	Confer with Rouse regarding first publication of notice and order to show cause; prepare updates to district file regarding same.	0.30 hrs
09/18/18	AHJ	Prepare joint stipulation; assemble exhibits to same; prepare proposed final judgment and prehearing memorandum of law.	1.20 hrs
09/19/18	AHJ	Prepare joint stipulation; assemble exhibits to same; confer with Algard regarding same; prepare proposed final judgment; confer with Burns and Algard regarding exhibit certificates.	1.50 hrs
09/20/18	WSH	Review status and final judgment.	0.60 hrs
09/24/18	AHJ	Confer with Rouse regarding affidavit of publication.	0.10 hrs
09/25/18	AHJ	Confer with Rouse regarding affidavit of publication; prepare prehearing memorandum of law and proposed final judgment; confer with Algard regarding exhibits to joint stipulation.	1.20 hrs
09/26/18	WSH	Review and revise prehearing memorandum of law.	0.60 hrs
09/26/18	AHJ	Prepare revisions to exhibit certificates regarding joint stipulation; assemble exhibits to same; confer with Algard and Burns regarding same.	1.00 hrs
09/27/18	AHJ	Prepare joint stipulation; assemble exhibits to same; prepare revisions to exhibit certificates; confer with Burns regarding same; prepare final judgment.	2.30 hrs
09/28/18	WSH	Review documents regarding validation.	0.90 hrs
09/28/18	SSW	Prepare comments to draft meeting minutes regarding joint stipulation.	0.60 hrs
09/28/18	AHJ	Prepare proposed final judgment and joint stipulation; confer with Burns regarding exhibits to joint stipulation.	1.10 hrs
10/01/18	WSH	Review validation documents.	1.30 hrs
10/01/18	AHJ	Prepare hearing outline and hearing index.	1.00 hrs
10/02/18	WSH	Review and revise joint stipulation and related documents.	1.40 hrs
10/02/18	SSW	Confer with staff regarding joint stipulation.	0.30 hrs
10/02/18	AHJ	Prepare hearing binder and hearing outline; prepare revisions to certificates to exhibits; confer with Burns regarding same.	1.50 hrs
10/03/18	WSH	Review various documents and correspondence to assistant state attorney and judge regarding same; review hearing outline.	0.90 hrs
10/03/18	SSW	Review joint stipulation; review status regarding assessment methodology, engineer's report, and testimony questions.	1.10 hrs

10/03/18	AHJ	Finalize proposed joint stipulation and proposed final judgment; assemble final exhibits and revised certificates to joint stipulation; review electronic file of same; prepare correspondence to Judge Selph regarding prehearing memorandum of law and proposed joint stipulation.	2.40 hrs
10/04/18	WSH	Review correspondence to assistant state attorney; review hearing preparation.	0.70 hrs
10/04/18	AHJ	Prepare hearing outline and hearing binder; file plaintiff's prehearing memorandum of law; finalize correspondence to Judge Selph regarding same; transmit prehearing memorandum of law and proposed joint stipulation to same; confer with Avalon regarding same.	3.30 hrs
10/05/18	WSH	Confer with Flint regarding validation hearing preparation.	0.80 hrs
10/08/18	WSH	Review and revise hearing outline and draft testimony.	0.90 hrs
10/08/18	AHJ	Prepare hearing outline and hearing binder; confer with Kirkland regarding court reporter.	1.40 hrs
10/09/18	WSH	Review and revise draft testimony; confer with Flint.	1.40 hrs
10/09/18	AHJ	Finalize bond validation testimony of Wood, Heath and Flint; transmit same; finalize hearing notebook.	2.50 hrs
10/12/18	WSH	Review correspondence from Wood and Flint; revise draft testimony.	0.50 hrs
10/12/18	AHJ	Prepare caselaw regarding prehearing memorandum of law; confer with Heath, Wood, and Flint regarding testimony.	1.00 hrs
10/14/18	WSH	Prepare for bond validation hearing.	1.70 hrs
10/15/18	WSH	Prepare for, travel to and attend bond validation hearing; return travel.	10.80 hrs
10/15/18	AHJ	Confer with Kirkland regarding court reporter.	0.10 hrs
10/18/18	AHJ	Calendar end of appeal period.	0.10 hrs
10/23/18	AHJ	Review invoice regarding court reporter services; prepare updates to district file regarding evidence report of joint stipulation; research recording of final judgment.	0.60 hrs
Total fees for this matter			\$17,332.00

DISBURSEMENTS

Document Reproduction	355.25
Travel	151.64
Travel - Meals	9.08
Court Reporter Fee	120.00
Legal Advertisement	250.00
Transcript Copies	142.10
United Parcel Service	50.08
Total disbursements for this matter	\$1,078.15

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	40.50 hrs	145 /hr	\$5,872.50
Warren, Sarah S.	2.90 hrs	255 /hr	\$739.50
Haber, Wesley S.	32.00 hrs	335 /hr	\$10,720.00

TOTAL FEES	\$17,332.00
------------	-------------

TOTAL DISBURSEMENTS	\$1,078.15
---------------------	------------

TOTAL CHARGES FOR THIS MATTER	\$18,410.15
-------------------------------	-------------

BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	40.50 hrs	145 /hr	\$5,872.50
Warren, Sarah S.	2.90 hrs	255 /hr	\$739.50
Haber, Wesley S.	32.00 hrs	335 /hr	\$10,720.00

TOTAL FEES	\$17,332.00
------------	-------------

TOTAL DISBURSEMENTS	\$1,078.15
---------------------	------------

TOTAL CHARGES FOR THIS BILL	\$18,410.15
-----------------------------	-------------

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

PAID
001 510 5100
10/21/18

===== STATEMENT =====

September 26, 2018

Highland Meadows West CDD
c/o Jill Burns
135 W. Central Blvd., Suite 320
Orlando, FL 32801

Bill Number 102839
Billed through 08/31/2018

Series 2018 (Phase I) Financing
HMWCDD 00104 RVW

FOR PROFESSIONAL SERVICES RENDERED

08/17/18 SSW Confer with Gang and Kessler regarding financing schedule and structure. 0.80 hrs
Total fees for this matter \$204.00

MATTER SUMMARY

Warren, Sarah S.	0.80 hrs	255 /hr	\$204.00
TOTAL FEES			\$204.00
TOTAL CHARGES FOR THIS MATTER			\$204.00

BILLING SUMMARY

Warren, Sarah S.	0.80 hrs	255 /hr	\$204.00
TOTAL FEES			\$204.00
TOTAL CHARGES FOR THIS BILL			\$204.00

Please include the bill number on your check.

**Highland Meadows West
Community Development District**

**FY19 Funding Request #82
March 20, 2019**

	Payee	General Fund
--	--------------	---------------------

1	Hopping Green & Sams Inv# 105172 - Bond Validation Services- November 2018	\$ 146.66
----------	---	------------------

Total:	\$ 146.66
---------------	------------------

Please make check payable to:

Highland Meadows West Community Development District
9145 Narcoossee Road, Suite A206
Orlando, FL 32827

Hm D West LLC
#1014
3-26-19

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300

P.O. Box 6828

Tallahassee, FL 32314

850.222.7500

STATEMENT

January 25, 2019

Highland Meadows West CDD
c/o Jill Burns
9145 Narcoossee Rd, Ste. A206
Orlando, FL 32827

Bill Number 105172
Billed through 12/31/2018

Bond Validation

HMWVCD 00102 RVW

FOR PROFESSIONAL SERVICES RENDERED

11/07/18	AHJ	Prepare updates to district file regarding recorded final judgment; prepare correspondence to clerk of court regarding certificate of no appeal.	0.30 hrs
11/15/18	AHJ	Finalize correspondence to clerk of court regarding certificate of no appeal; transmit same.	0.50 hrs
11/26/18	AHJ	Prepare updates to district file regarding certificate of no appeal.	0.10 hrs
Total fees for this matter			\$130.50

DISBURSEMENTS

Certified Copies	7.00
United Parcel Service	9.16
Total disbursements for this matter	\$16.16

MATTER SUMMARY

Jaskolski, Amy H. Paralegal	0.90 hrs	145 /hr	\$130.50
TOTAL FEES			\$130.50
TOTAL DISBURSEMENTS			\$16.16
TOTAL CHARGES FOR THIS MATTER			\$146.66

BILLING SUMMARY

Jaskolski, Amy H. Paralegal	0.90 hrs	145 /hr	\$130.50
TOTAL FEES			\$130.50
TOTAL DISBURSEMENTS			\$16.16
TOTAL CHARGES FOR THIS BILL			\$146.66

Please include the bill number on your check.

Patricia Hudson

From: Nicki Rowan <nrowan@woodcivil.com>
Sent: Monday, March 11, 2019 3:09 PM
To: patriciajudsonllc@tampabay.rr.com
Subject: Highland Meadows West Receipt

Patricia,
I thought you might need this for your files. Below is the receipt for Check #1087 Atlantic Property Company, LLC for Highland Meadows West Sewer Permit (Orchid Terrace).

*Thank You,
Nicki Rowan*



1925 Barlow Road, Suite 100 • Lakeland, FL 33801
OFFICE: (863) 940-2040 • FAX: (863) 940-2044
EMAIL: nrowan@woodcivil.com

From: no-reply@dep.state.fl.us <no-reply@dep.state.fl.us>
Sent: Monday, March 11, 2019 3:03 PM
To: Wood Engineering Permits <permits@woodcivil.com>
Cc: jd@jdalexander.com; Alexaridria.Moorehead@FloridaDEP.gov
Subject: Payment receipt for an Application to the FDEP



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Receipt for Payment

March 11, 2019

Thank you for paying the outstanding balance for your previously submitted application.

You have paid \$500.00. This represents payment for the following Application:

Application Details

Application ID: 0138795165
Project Name: ORCHID TERRACE PH 1 & 2
Applicant Name: JD ALEXANDER with HMD WEST, LLC
Permit Type: Water - Domestic Wastewater Collection/Transmission System

Facility/Site Details:

Name: CITY OF HAINES CITY WWTP FLA012977
Address: 502 EAST HINSON AVENUE
City, State Zip: HAINES CITY, FL 33844

Payment Details

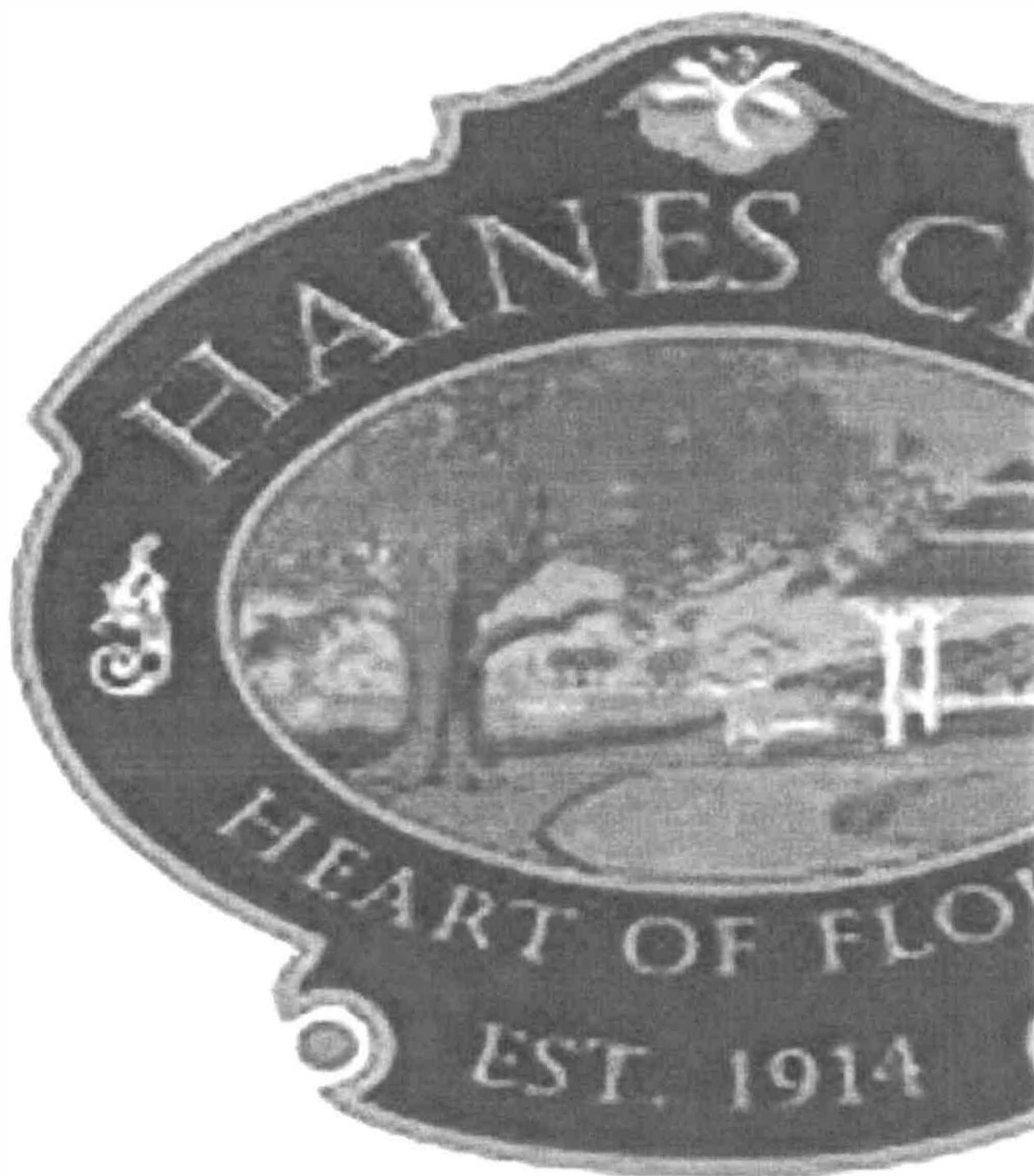
Remittance ID: 1321723
Remittance Date: 03/11/2019 03:01:54 PM
Name: John D Alexander
Address: 2300 N Scenic Hwy
Lake Wales, FL 33898
Payment Type: FDEP Application Fee for 0138795165
Amount: \$500.00

If you have any questions regarding your application or the payment process, please contact the designated individual on your paper application form, the appropriate permitting office, or contact Alexandria Moorehead at (813) 470-5704 or by e-mail at Alexandria.Moorehead@FloridaDEP.gov.



Phase I and II
266 SF Lots

payment



Permit #: 315

Address: U S HIGHWAY 27

City: DAVENPORT

State: FL

Zip: 33837

Receipt #: 1173189

Date: 12/26/2018

Paid By: Atlantic Property Company, LLC

Description: Orchid Terrace - Site Eng. Plans for Review. Check #1083

Payment Type: CHECK

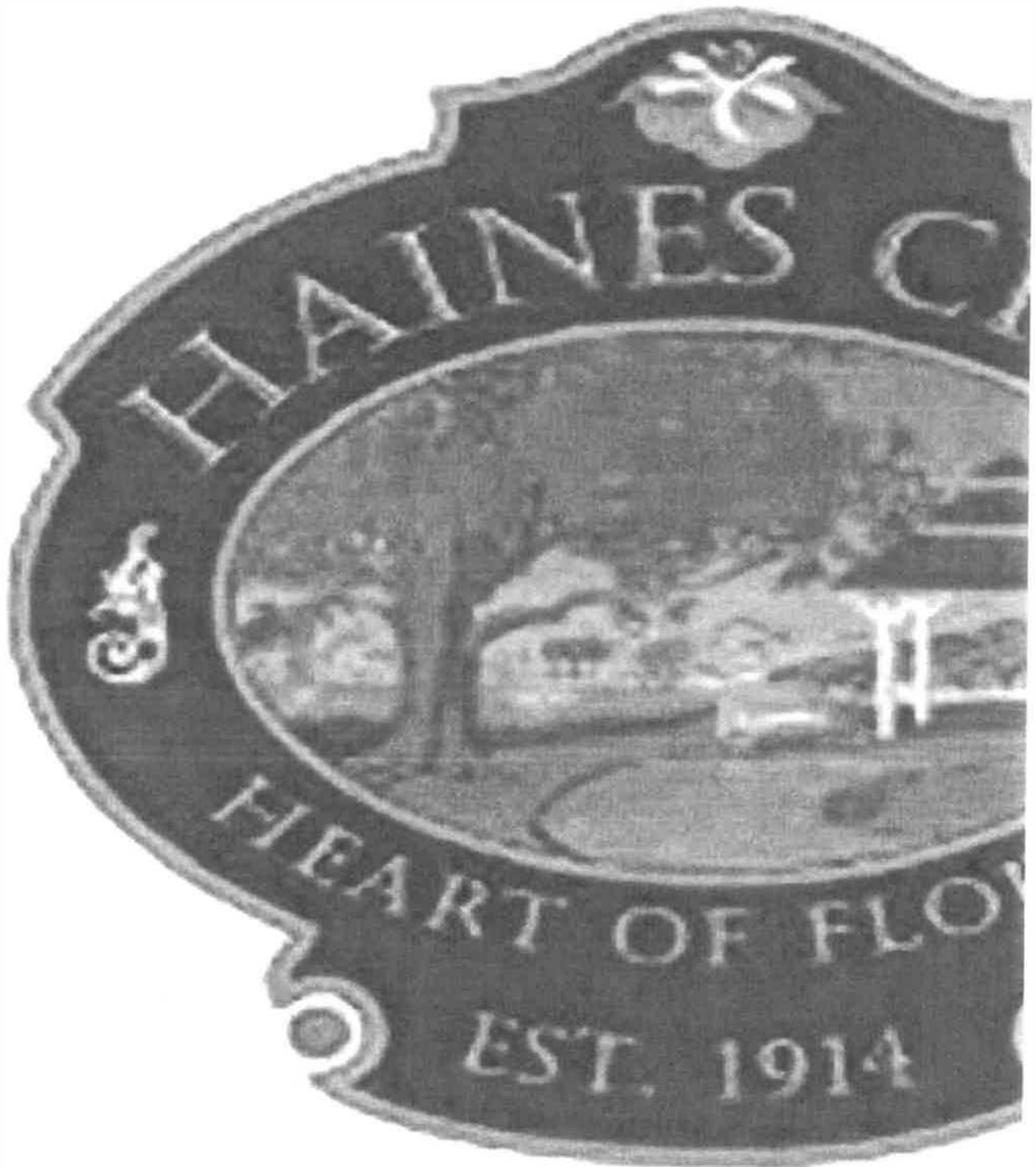
Accepted By: Marisa Shiotelis

Fees Paid

Fee Name	Description	Factor	Total Fee Amount	Amount Paid
Site Engineering Plans Application	#4 = 001-00-32-9-0-10-00 \$1,000 Deposit	0.00	1,000.00	1,000.00
		Total		\$1,000.00

Site Engineering Plans Review - Deposit of \$1,000

payment



Permit #: 308

Address: U S HIGHWAY 27

City: DAVENPORT

State: FL

Zip: 33837

Receipt #: 1173182

Date: 12/05/2018

Paid By: Atlantic Property Company, LLC

Description: Company Check #1082 Check Dated: Nov. 14, 2014 Preliminary Plat

Payment Type: CHECK

Accepted By: Marisa Shiotelis

Fees Paid

Fee Name	Description	Factor	Total Fee Amount	Amount Paid
Preliminary Plat	#4 = 001-00-32-9-0-10-00 \$1,000 and \$125.00 Per Lot	0.00	34,250.00	34,250.00
	Total			\$34,250.00

Florida
Dept. of Health
in Polk County

No. 11869

Date 3.8.19

Received

From

Atlantic Property
Company LLC

No.

1086

For the following service and/or goods:

Amount Paid

850.⁰⁰

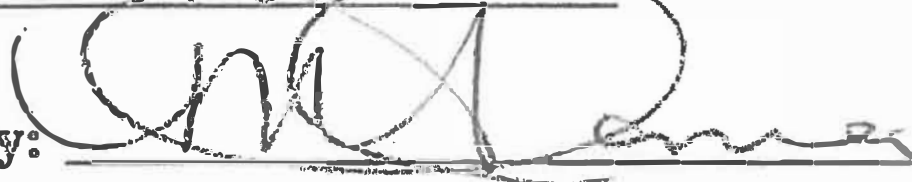
0408-650.

1117-200

Balance Due

Orchid Terrace Phase 1 72

Received By:



Subject: FW: Orchid Terrace Site Construction Plans

Rennie

The plans are ready to be picked up but April needs a check for \$18,958.39 for the permit and a NOC recorded. Can you make the these things happen so the plans will be ready by the preconstruction meeting on Monday.

Dennis

Dennis L. Wood, P.E.
Dennis Wood Engineering, LLC

From: April Brown <abrown@hainescity.com>
Sent: Thursday, April 18, 2019 11:33 AM
To: Dennis Wood <dennis@woodcivil.com>
Cc: Nicki Rowan <nrowan@woodcivil.com>; Mark J. Bennett <mbennett@hainescity.com>;
Richard Greenwood <RGreenwood@hainescity.com>
Subject: Orchid Terrace Site Construction Plans

Dennis:

The Orchid Terrace Site Construction Plans are signed and ready to be picked up by Tucker Paving. We have notified Tucker the plans are ready, along with the amount due of \$18,958.39 for the permit. We will also need the recorded NOC. If you have any questions, please call me.

Thank you,



April L. Brown
Senior Planner

FORMS OF REQUISITIONS

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (Acquisition and Construction)

The undersigned, a Responsible Officer of the Highland Meadows West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

- (A) Requisition Number: 7
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: Horner Environmental Professionals, Inc.
- (D) Amount Payable: \$2,952.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice 215576 - Orchid Terrace environmental services
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

Series 2019 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:

the Costs of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 5/15/19

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that (a) the portion of the Project is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 6-5-19



HORNER ENVIRONMENTAL
PROFESSIONALS, INC.
4252 HAY ROAD
LUTZ, FLORIDA 33559
TEL: 813-907-9500

Invoice

Date	Invoice No.
4/26/2019	215576

Cassidy Holdings Group Hm WEST CDP
346 East Central Avenue (Gms)
Winter Haven, FL 33880

RA

Project Name: Orchid Terrace PH 1&2

Billing Period: March 2019

Site review with FWC staff reviewer

Figure preparation

Gopher tortoise burrow excavation

Project vetting/scheduling

Coordination as needed with Oakley, Rhinehart, Cassidy

Total Hours- Ecologist

Total Hours- Senior Ecologist

Total Hours- Principal

13.5

7

3.5

115.00

125.00

150.00

1,552.50

875.00

525.00

Job / Cost Code 1202

GL Number _____

Approved By _____

Posted By _____

Thank you for the opportunity to assist you with this project.

Balance Due:

\$2,952.50

FORMS OF REQUISITIONS

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (Acquisition and Construction)

The undersigned, a Responsible Officer of the Highland Meadows West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

- (A) Requisition Number: 8
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: Wood & Associates Engineering, LLC
- (D) Amount Payable: \$1,550.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice 140 – Project construction engineering services
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

Series 2019 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:

the Costs of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT**

By: [Signature]
Responsible Officer

Date: 5/15/19

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that (a) the portion of the Project is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

[Signature]
Consulting Engineer

Date: 6-5-19



Invoice

Date	Invoice #
4/7/2019	140

1925 Bartow Road Suite 100
Lakeland, FL 33801

Bill To
Lauren Schwenk Cassidy Holdings, LLC 346 East Central Avenue Winter Haven, FL 33880

Quantity	Description	Rate	Amount
	Lump Sum Fee = \$199,000.00 % Complete = 81.2% Earned To Date = \$161,550.00 Prior Invoices = \$160,000.00 TOTAL DUE THIS INVOICE RA 1701	1,550.00	1,550.00
Total			\$1,550.00

Highland Meadows West Contract
Billing 3-4-19 thru 3-31-19

SECTION 4



April 24, 2019

Jorgi Algard – Recording Secretary
Highland Meadows West CDD Office
135 West Central Blvd. Suite 320
Orlando, Florida 32801-2435

RE: Highland Meadows West Community Development District Registered Voters

Dear Ms. Algard,

In response to your request, there are currently no voters within the Highland Meadows West Community Development District as of **April 15, 2019**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Lori Edwards".

Lori Edwards
Supervisor of Elections
Polk County, Florida

RECEIVED

APR 29 2019

P.O. Box 1460, Bartow, FL 33831
PHONE: (863) 534-5888 Fax: (863) 845-2718
PolkElections.com

BY: _____